

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER <b>PR-NC-00-10503</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED <b>July 5, 2000</b>	
6. REQUISITION/PURCHASE NUMBER <b>PR-NC-00-10503</b>		7. ISSUED BY (Hand Carried/Courier Address)  <b>Environmental Protection Agency CMD/Attn: Sya M. Mayes (PR-NC-00-10503) Admin Bldg Lobby, Alexander Dr. Research Triangle Park (Industrial Area), NC 27709</b>		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)  <b>Environmental Protection Agency Contracts Management Division (MD-33) Attn: Sya M. Mayes (PR-NC-00-10503) Research Triangle Park (Industrial Area), NC 27711</b>			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and <u>see L. 12</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until <u>04:30 PM</u> local time <u>8/7/2000</u> (Hour) (Date)			
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.			
10. FOR INFORMATION CALL:		A. NAME <b>SYA M. MAYES</b>	
		B. TELEPHONE (NO COLLECT CALLS) AREA CODE <b>919</b> NUMBER <b>541-3416</b> EXT.	
		C. E-MAIL ADDRESS <b>mayes.sya@epa.gov</b>	

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [ ] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
				18. OFFER DATE	

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7)		CODE	25. PAYMENT WILL BE MADE BY CODE:		
			<b>Environmental Protection Agency Research Triangle Park Financial Management Center (MD-32) Research Triangle Park, NC 27711</b>		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				(Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)  
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 145,600 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

**B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (MAY 1994)  
DEVIATION**

(a) The contractor shall perform work under this contract only as specified in written work assignments authorized/issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the authorized level of effort/labor hours, (3) the authorized period of performance, and (4) the description of work and schedule of deliverables.

(c) The contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The contractor shall begin work



immediately upon receipt of a work assignment. Within 20 calendar days after the effective date of the work assignment, the contractor shall submit one copy of a work plan to the Project Officer, the Work Assignment Manager, and the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate, as well as the Conflict of Interest certification required elsewhere in this contract. Within 45 days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the contractor. If the Contractor has not received approval on a work plan within 65 days after the effective date of the work assignment, the contractor shall immediately stop work on the work assignment. If the Contracting Officer disapproves the work plan, the contractor shall immediately stop work until the problem causing disapproval is resolved. In either case, the contractor shall resume work only when the Contracting Officer finally approves the work plan or provides alternate direction.

(d) The contractor shall perform within the level of effort/labor hours authorized in the work assignment by the Contracting Officer and shall not perform additional level of effort/labor hours without the advance written authorization of the Contracting Officer. The Government is not obliged to reimburse the Contractor for unauthorized level of effort/labor hours.

(e) The contractor shall perform work within the period of performance authorized in the work assignment and shall not continue performance beyond the specified period without the advance written approval of the Contracting Officer. The Government is not obligated to reimburse the contractor for level of effort/hours performed beyond the authorized period of performance.

(f) The contractor shall notify the Contracting Officer, Project Officer and Work Assignment Manager in writing when 75% of the authorized work assignment level of effort/hours have been expended. Fifteen days prior to the expiration of the authorized work assignment period of performance, the contractor shall notify the Contracting Officer, Project Officer, and Work Assignment Manager whether the contractor will fully expend the authorized level of effort/labor hours within the authorized period of performance. The contractor shall not perform additional level of effort/labor hours or continue performance beyond the specified period without the advance written approval of the Contracting Officer.

(g) The contractor shall acknowledge receipt of each work assignment amendment in which the Contracting Officer requires a revised work plan by returning to the Contracting Officer a signed copy of the work assignment amendment within 5 calendar days after its receipt. The contractor shall begin/continue work immediately upon receipt of a work assignment amendment. Within 20 calendar days after the effective date of the work assignment amendment in which the Contracting Officer requires a revised work plan, the Contractor shall submit one copy of a revised work plan to the Project Officer, the Work Assignment Manager, and the Contracting Officer. The revised work plan shall include the same information as required for the original work plan. Within 45 calendar days after receipt of the revised work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor. If the contractor has not received approval on the revised work plan within 65 calendar days after the effective date of the work assignment amendment, the contractor shall stop work on the revised portion of that work assignment. Also, if the Contracting Officer disapproves a revised work plan, the contractor shall immediately stop work until the problem

causing the disapproval is resolved. In either case, the contractor shall resume work only when the Contracting Officer finally approves the revised work plan or provides alternate direction.

(h) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clause.

(i) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the contract terms or conditions, the contractor shall immediately notify the Contracting Officer.

(j) Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment.

### **B.3 AWARD FEE (EPAAR 1552.216-70) (SEP 1995)**

(a) The Government shall pay the contractor a base fee, if any, and such additional fee as may be earned, as provided in the award fee plan incorporated into the Schedule.

(b) Award fee determinations made by the Government under this contract are unilaterally determined by the Fee Determination Official (FDO) and are not subject to appeal under the Disputes clause.

(c) The Government may unilaterally change the award fee plan at any time, via contract modification, at least thirty (30) calendar days prior to the beginning of the applicable evaluation period. Changes issued in a unilateral modification are not subject to equitable adjustments, consideration, or any other renegotiation of the contract.

### **B.4 ESTIMATED COST, BASE FEE AND AWARD FEE (EP 52.216-200) (APR 1984)**

(a) The estimated cost of this contract is \$\_\_\_\_\_.

(b) The base fee is \$\_\_\_\_\_.

(c) The award fee pool available for award for this contract is \$\_\_\_\_\_.

(d) This contract will be modified to reflect the award fee awarded as award

fee determinations are made.

**B.5 LIMITATION OF FUNDS--COST-PLUS-AWARD-FEE CONTRACT (EP 52.232-110) (APR 1984)**

(a) Pursuant to the clause in this contract entitled "Limitation of Funds," funds have been allotted for the payment of allowable costs and fees estimated to be incurred for the contract period ending approximately \_\_\_\_\_.

Funding is allocated in accordance with the following schedule:

Estimated Costs	_____
Base Fee	_____
Award Fee Pool	_____

TOTAL FUNDS	_____
-------------	-------

(b) The provisions of the clause entitled "Limitation of Funds" shall become inapplicable at such time as an amount equal to the sum of the total estimated cost, base fee, award fee pool available for award, and award fee awarded, set forth in the schedule of this contract, is allotted to this contract and the clause entitled "Limitation of Cost" shall be applicable.

**B.6 ADVANCED UNDERSTANDING - DISCOUNT FOR UNCOMPENSATED OVERTIME**

(a) The estimated cost and award of this contract was based upon the Contractor's proposal which specified that the contractor's identified exempt personnel will provide uncompensated overtime (UCOT) labor hours to the contract totaling \_\_\_\_\_ percent of compensated labor. (Note: the commitment for uncompensated overtime applies only to FLSA-exempt personnel and does not include non-exempt personnel.) Uncompensated overtime labor hours are defined as labor hours of FLSA-exempt personnel in excess of their regular hours for the Contractor's standard \_\_\_\_\_ pay period that are actually worked and recorded in accordance with the Contractor's company policy, entitled, \_\_\_\_\_.

(b) Recognizing that the contract award was based upon the probable cost to the Government that assumed a proposed percentage of uncompensated overtime labor hours, it is hereby agreed that the allowable costs of all direct labor of the contractor's FLSA-exempt personnel designated to provide UCOT to be reimbursed by the Government will be discounted by the UCOT percentage referenced in paragraph (a) above during the entire period of the contract including options and that the contractor shall invoice accordingly.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

**C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1.

The Contractor shall perform work under this contract only as directed in work assignments issued by the Contracting Officer.

**C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)**

The Contractor's technical proposal entitled, "\_\_\_\_\_ " dated \_\_\_\_\_, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

**C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (FEB 1998)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e.

delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. Gopher Access: gopher.epa.gov is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for IRM Policy, Standards and Guidance. World Wide Web Access: http://www.epa.gov is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for IRM Policy, Standards and Guidance.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

**C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES  
(EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

**SECTION D - PACKAGING AND MARKING**

**[For this Solicitation, there are NO clauses in this Section]**



**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-8	APR 1984	INSPECTION OF RESEARCH AND DEVELOPMENT-- COST-REIMBURSEMENT

**E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency  
ORD/NHEERL/WED  
211 S.E. Marine Science Drive  
Newport, OR 97365

AND

200 S.W. 35<sup>TH</sup> Street  
Corvallis, OR 97333

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

**F.2 REPORTS OF WORK (EPAAR 1552.211-70) (FEB 1998)**

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2. Each report shall cite the contract number, identifying the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of January 31, 2000.

**F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984)**

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

**F.4 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from 01/01/01 through 12/31/01 inclusive of all required reports.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

**G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract

period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

### **G.3 FAR CONTRACT RESERVES (EP 52.232-130) (AUG 1991)**

The Contracting Officer has determined that a reserve is necessary for this contract to protect the Government's interest. The amount of the reserve shall not exceed \$100,000 or 15% of the negotiated fee, whichever is less. After payment of 85% of the fixed fee on a cost-plus-fixed-fee contract or 85% of the base fee on a cost-plus-award-fee contract, further payment of such fee shall be withheld until this reserve is established.

### **G.4 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)**

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to

be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

#### **G.5 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency

Chief, Cost and Rate Negotiation Service Center  
 Office of Acquisition Management (3802R)  
 Ariel Rios Building  
 1200 Pennsylvania Avenue, N.W.  
 Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings

are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center  
Period  
Rate  
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

**G.6 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

**G.7 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

Subcontractor Name	Value	Subcontract Type
_____	_____	_____
_____	_____	_____
_____	_____	_____

**G.8 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)**

(a) The Government shall deliver to the Contractor the Government-furnished

data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the individual work assignments.

#### **G.9 GOVERNMENT PROPERTY (EP 52.245-100) (APR 1998) DEVIATION**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting Officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

NONE

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

See Attachment 5 - Government Furnished Property

(d) The Government will provide the following item(s) of Shared Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

See Attachment 5 - Government Furnished Property

(e) The Government will provide certain equipment (provided "as is") as listed in Attachment 5 for use by the contractor in performing under this contract. The Government will not repair or replace any worn, damaged or lost property. It shall be the contractor's responsibility to maintain the government-furnished property in good working condition or to replace it at the contractor's own expense. The contractor shall return the property to the Government in the same condition as received, fair wear and tear and approved modifications excepted. This property shall only be used in the performance of this contract and shall be operated, maintained, and repaired by the contractor in accordance with the provisions of this "Government Property" clause and FAR 52.245-19 "Government Property Furnished - As Is."



See Attachment 5 - Government Furnished Property

The "EPA Contract Property Administration Requirements," provided below, apply to this contract.

**U.S. Environmental Protection Agency  
PROPERTY ADMINISTRATION REQUIREMENTS (PAR)**

**1. PURPOSE.** This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and Part 45 of the Federal Acquisition Regulation (FAR).

**2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.** EPA has delegated much of its contract property management oversight to the Defense Contract Management Agency (DCMA). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMA. Upon acceptance of that delegation, DCMA will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMA for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO.

Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

**3. REQUESTS FOR GOVERNMENT PROPERTY.**

- a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum the request shall contain the following elements:
  - 1. Contract number for which the facilities are required.
  - 2. An item(s) description, quantity and estimated cost.
  - 3. Certification that no like contractor facilities exist which could be utilized.
  - 4. A detailed description of the task-related purpose of the facilities.

5. Explanation of negative impact if facilities are not provided by the Government.

6. If applicable, recommend the exception under FAR 45.302-1(a) or EPA's class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).

7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

**The contractor may not proceed with acquisition on behalf of the Government until receipt of written authorization from the EPA CO.**

**4. TRANSFER OF GOVERNMENT PROPERTY.** When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided, by the contractor, to the EPA CO.

**5. RECORDS OF GOVERNMENT PROPERTY.**

- a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.
- b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for **all items of Government property regardless of cost.**
- c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

- d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
- e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.
- f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

**6. INVENTORIES OF GOVERNMENT PROPERTY.** The Contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMA PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See Section 9 herein, Contract Closeout, for information on final inventories.

**7. REPORTS OF GOVERNMENT PROPERTY.** In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

- a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.
- b. For material, the contractor shall provide the total acquisition cost only.
- c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.
- d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

- e. The reports are to be **received** at EPA and DCMA no later than October 31 of each year.
- f. Distribution shall be as follows:
  - Original to: EPA CO
  - 1 copy: DCMA PA
- g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.
- h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

**8. DISPOSITION OF GOVERNMENT PROPERTY.** The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

- a. Identification of Excess Property. The disposition process begins with the **contractor** identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO, in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.
- b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426 - 1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMA PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"NOTE TO PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.
- c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

**9. CONTRACT CLOSEOUT.** The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest

date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

**REQUIRED DATA ELEMENTS.** Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

- Contractor Identification/Tag Number
- Description
- Manufacturer
- Model
- Serial Number
- Acquisition Date
- Date received
- Acquisition Cost \*
- Acquisition Document Number
- Location
- Contract Number
- Account Number (if supplied)
- Superfund (Yes/No)
- Inventory Performance Date
- Disposition Date

\* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

#### **G.10 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)**

The contract property administrator

Defense Contract Management Agency (DCMA)

TO BE DETERMINED AT CONTRACT AWARD

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

#### **G.11 ANNUAL SUMMARY REPORT FORMAT (RTP-G-4)**

The EPA form, "Report of Government-Owned/Contractor-Held Property" can be found on the internet at: [http://www.epa.gov/oam/rtp\\_cmd](http://www.epa.gov/oam/rtp_cmd) under the heading "Forms."

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION****(a) Definitions.**

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

**(b) Prohibition.**

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

**(c) Affirmative Requirements.**

(1) Unless otherwise directed by the Contracting Officer, the Contractor



shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)  
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor

has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

### **H.3 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.4 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Once the Contractor receives a work assignment to collect or analyze environmental samples, the Contractor, during the life of this contract, shall not contract with another entity that would present an organizational conflict of interest on the subject matter of the work assignment (e.g., contracting with a manufacturer of a select industry impacted by the work to be performed under a specific work assignment), unless otherwise authorized by the Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse

determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

#### **H.5 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)**

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,  
 1 = poor,  
 2 = fair,  
 3 = good,  
 4 = excellent,  
 5 = outstanding.

##### Performance Categories :

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

##### Rating

- 0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
- 1--Major problems have been encountered
- 2--Some problems have been encountered
- 3--Minor inefficiencies/errors have been identified
- 4--Contractor is in compliance with contract requirements and/or delivers quality products/services
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that

this

rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

##### Rating

- 0--Contractor is unable to manage costs effectively
- 1--Contractor is having major difficulty managing costs effectively
- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs

4--Contractor is effective in managing costs and submits current, accurate, and complete billings  
 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance : Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

#### Rating

0--Contractor delays are jeopardizing performance of contract objectives  
 1--Contractor is having major difficulty meeting milestones and delivery schedule  
 2--Contractor is having some problems meeting milestones and delivery schedule  
 3--Contractor is usually effective in meeting milestones and delivery schedule  
 4--Contractor is effective in meeting milestones and delivery schedule  
 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations : Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

#### Rating

0--Response to inquiries, technical/service/administrative issues is not effective  
 1--Response to inquiries, technical/service/administrative issues is marginally effective  
 2--Response to inquiries, technical/service/administrative issues is somewhat effective  
 3--Response to inquiries, technical/service/administrative issues is usually effective  
 4--Response to inquiries, technical/service/administrative issues is effective  
 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate

contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;
- (2) Assign a rating for the business relations performance category (including a narrative for the rating);
- (3) Concur with or revise the project officer's ratings after consultation with the project officer;
- (4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and
- (5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

- (1) Review the Report;
- (2) Provide a response (if any) to the contracting officer on company letter head or electronically;
- (3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

#### **H.6 BASE FEE AND AWARD FEE PROPOSAL (EPAAR 1552.216-75) (FEB 1999)**

For the purposes of this solicitation, offerors shall propose a combination of base fee and award fee. Base fee shall not exceed 3% of the estimated cost, excluding fee, and the award fee shall not be less than 5% of the total estimated cost, excluding fee. The combined percentage of base and award fee shall not exceed 10% of the total estimated cost, excluding fee.

#### **H.7 OPTION TO EXTEND THE TERM OF THE CONTRACT-- COST-PLUS-AWARD-FEE**

**CONTRACT (EPAAR 1552.217-72) (APR 1984)**

The Government has the option to extend the term of this contract for 4 additional periods. If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to cover:

Period	Start Date	End Date
Option Period I	01/01/02	12/31/02
Option Period II	01/01/03	12/31/03
Option Period III	01/01/04	12/31/04
Option Period IV	01/01/05	12/31/05

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort (Direct Labor Hours)
Option Period I	145,600
Option Period II	145,600
Option Period III	145,600
Option Period IV	145,600

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

<u>Option Period</u>	<u>Estimated Cost</u>	<u>Base Fee</u>	<u>Award Fee Pool</u>	<u>Total</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**H.8 OPTION FOR INCREASED QUANTITY--COST-PLUS-AWARD-FEE CONTRACT (EPAAR 1552.217-74) (JUN 1997)**



By issuing a contract modification, the Government may increase the estimated level of effort by:

Option Period	Level-of-Effort (Direct Labor Hours)
Base Period	72,800
Option Period I	72,800
Option Period II	72,800
Option Period III	72,800
Option Period IV	72,800

The Government may issue a maximum of 35 orders to increase the level of effort in multiples of 2080 hours during any given period. The estimated cost, base fee, and award fee pool of each multiple of hours is as follows:

Period	Estimated Cost	Base Fee	Award Fee Pool	Total
Base Period	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost, Base Fee, and Award Fee" clause will be modified accordingly.

#### **H.9 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any

subcontract that may provide for additional subcontracting opportunities.

**H.10 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

**H.11 MENTOR-PROTEGE PROGRAM (EP 52.219-135) (SEP 1994)**

(a) The Contractor has been approved to participate in the EPA Mentor-Protege program. The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDB's and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts.

(b) The Contractor shall submit an executed Mentor-Protege agreement to the Contracting Officer, with a copy to the Office of Small and Disadvantaged Business Utilization or the Small Business Specialist, within thirty (30) calendar days after the effective date of the contract. The Contracting Officer will notify the Contractor within thirty (30) calendar days from its submission if the agreement is not accepted.

(c) The Contractor as a Mentor under the Program agrees to fulfill the terms of its agreement(s) with the Protege firm(s).

(d) If the Contractor or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement, the Contractor shall promptly give notice of the suspension or debarment to the Office of Small and Disadvantaged Business Utilization and the Contracting Officer.

(e) Costs incurred by the Contractor in fulfilling their agreement(s) with the Protege firm(s) are not reimbursable on a direct basis to the contract.

(f) In an attachment to Standard Form 294, Subcontracts Report for Individual Contracts, the Contractor shall report on the progress made under their Mentor-Protege agreement(s), providing:

- (1) The number of agreements in effect; and

(2) The progress in achieving the developmental assistance objectives under each agreement, including whether the objectives of the agreement have been met, problem areas encountered, and any other appropriate information.

**H.12 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUL 1994) DEVIATION**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.13 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)**

As provided in paragraph (a)(1) of EP 52.228-110, "Insurance-- Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

**H.14 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)**

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

#### **H.15 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)**

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

#### **H.16 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall

identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.17 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or

excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

#### **H.18 DATA SECURITY--FIFRA AND/OR TSCA CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-72) (APR 1984) DEVIATION**

The Contractor shall handle Federal Insecticide Fungicide Rodenticide Act (FIFRA) and/or Toxic Substances Control Act (TSCA) confidential business information in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," and the provisions set forth below.

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor shall protect the confidential business information and confidential business information used in its computer operations in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the manual entitled "Contractor Requirements for the Control and Security of TSCA Confidential Business Information." The manual may be obtained from the Director, Information Management Division, Office of Toxic Substances, Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, D. C. 20460.

(2) The Contractor shall, upon request by the Contracting Officer, permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, EPA's Program Support Division of the Office of Pesticide Programs, EPA's Information Management Division of the Office of Toxic Substances, or by the Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a

signed copy of the FIFRA/TSCA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of confidential business information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that confidential business information obtained by EPA under FIFRA and/or TSCA may not be disclosed except as authorized by the Act(s), and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA [7 U.S.C. 136h(f)] and/or TSCA [15 U.S.C. 2613(d)]. For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those disclosures set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of confidential business information to the subcontractor.

(e) The Contractor shall return all documents, logs, and employee confidentiality agreements to EPA at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

#### **H.19 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the

above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

## **H.20 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource



Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

## **H.21 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)**

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance

with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within thirty (30) calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

## **H.22 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### **H.23 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager	Plant Physiologist
Theoretical Environmental Statistician	Biostatistician
Root Physiologist	Chemist
Regional Fish Ecologist/Ichthyologist	
Geographer/Regional Ecologist	

(b) During the first twelve (12) months of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial twelve (12) month period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.24 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

#### **H.25 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999) DEVIATION**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any

degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 7 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

**H.26 REHABILITATION ACT NOTICE (EP-S 99-3) (JUN 1999)**

a. EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. §791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

*It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.*

b. Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

c. The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

**H.27 APPROVAL OF TRAINING**

(a) The Contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The Contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the Contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, State and local requirements prior to assigning any tasks that require such training. The Contractor shall provide documentation of such training upon request of the Project Officer and/or Contracting Officer.

The Government will not directly reimburse the cost for Contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the Contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the Contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Project Officer that includes at a minimum the following information:

(1) Individual to be trained. Identify position and job duties under the contract.

(2) Description of circumstances necessitating the training. Describe the specific change to the performance requirements. Identify by number and title the work assignment(s) that will benefit from the training and describe in detail how the training relates to the Statement of Work and job duties under the contract.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(c) The Contracting Officer will provide the Contractor with written approval or rejection of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., separate approval must be obtained pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting officer unless approved pursuant to the terms of this clause.

## **H.28 CLEARANCE OF CONTRACT PERSONNEL**

Within five (5) days of contract award the contractor shall secure a completed statement of Personal History (GSA FORM 176) and signed police records, and release forms from each employee intended for contract performance at the EPA installation. Blank forms shall be provided by the Contracting Officer at the time of contract award. The contractor shall immediately initiate clearance procedures to determine the security eligibility for each individual proposed for access to the EPA installation.

### **Certification Requirement:**

The contractor shall take all necessary measures to verify the accuracy of all data on the completed forms and shall assure that individuals assigned to the EPA facility meet the access requirements stated herein. Prior to initiation of work by each prospective employee, the Contractor shall provide a certification of access for each individual assigned to the facility to the Contracting Officer or the Project Officer. The Certification shall state that (i) completed GSA Form 176 and signed police records release forms were received from the prospective employee, were reviewed by the contractor and were verified for accuracy; and (ii) the contractor certifies that the individual meets the following access requirements:

### **Agency Clearance Data Criteria:**

Charges of subparagraphs A-B below or criminal conviction of subparagraphs C-F below may be cause for access denial to any EPA facility for the purpose of contract performance:

- A. Intentional false statements or deceptions of GSA Form 176.
- B. Misconduct in prior employment.
- C. Criminal, dishonest, infamous or notoriously disgraceful conduct.
- D. Habitual or excessive use of intoxicating beverages.
- E. Abuse of narcotics, drugs or other controlled substances.

F. Any other statutory disqualification under US Code, Title 18.

Additional factors which may be considered in determining access suitability are:

- G. The nature and seriousness of the previous misconduct.
- H. The circumstances surrounding the previous misconduct.
- I. The recentness of the previous misconduct.
- J. The age of the applicant at the time of the previous misconduct.
- K. Contributing social or environmental conditions surrounding the previous misconduct.

#### Temporary Certification/Temporary Access:

In no event will an individual be permitted access to an EPA installation for the purpose of on-site performance prior to a certification by the contractor that (1) the individual has completed and submitted to the contractor a Statement of Personal History (GSA Form 176) and police records release authorization forms; and (2) the contractor has reviewed the forms and certifies that the individual is approved for preliminary clearance and shall provide a permanent clearance certificate within 45 days of the individual's access to the EPA facility for work. Upon receipt of the temporary certification, in order that the individual may gain access to the facility and begin performance of contract work, an interim security clearance, not to exceed 45 days, may be issued by the Contracting Officer or Project Officer pending final clearance determination and certification from the contractor.

The disclosure of a criminal conviction, falsifications or deceptive statements on the GSA Form 176 may be cause for denial of access to any EPA facility for the purpose of contract performance.

A succeeding contractor will not be required to secure a Statement of Personal History (GSA Form 176) or police records release authorization forms for individuals hired from the preceding contractor provided such individuals have been hired within the past two years and will be performing essentially the same work in continuity and in the same EPA installation as in the predecessor contract. The contractor will be required to certify that these individuals were hired within the past two years and will be performing essentially the same duties within the same facility.

#### **H.29 IDENTIFICATION PASSES FOR CONTRACTOR PERSONNEL**

The contractor shall arrange with the Project Officer for the issuance, by the Government, of a photo identification badge to all consultants, prime contractor and any tier subcontractor personnel working at EPA facilities under the terms and conditions of this contract. This photo identification badge will be issued prior to the contractor employee entering on duty at an EPA facility. If an employee security report is required elsewhere in this contract, the photo identification badge will be issued only upon the Project Officer's approval of a favorable security report.

The contractor shall instruct all personnel issued photo identification



badges to display their badges at all times while the employee is at an EPA facility.

The contractor shall immediately notify the Project Officer, in writing, when an employee has lost or is unable to locate his or her photo identification badge.

The contractor shall inform all new consultants, prime contractor and any tier subcontractor personnel requiring access to an EPA facility to display personal identification, such as a driver's license; social security card; passport; etc. to the Project Officer, prior to entering the EPA facility for the first time to have the photo identification badge made. The contractor employee will be instructed by the contractor to continue to display such personal identification to the Project Officer until photo identification badge is provided.

Upon termination of the contract or of an employee, it is the responsibility of the contractor to collect the EPA photo identification badges and, if appropriate, all floor master or room keys assigned to each contract employee and provide them to the Project Officer.

### **H.30 HEALTH AND SAFETY REQUIREMENTS**

The contractor's on-site personnel shall follow the Health and Safety Requirements of the Environmental Research Laboratory and supplemental EPA Health and Safety Requirements. This includes the Health & Safety Policy Documents as set forth in WED-Corvallis Policy #1440.4 (included as an Attachment). The contractor shall submit its proposed Health and Safety Plan to the Project Officer for review and approval within 15 days after award of the contract.

### **H.31 APPROVAL OF CONTRACTOR TRAVEL**

(a) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Project Officer. This approval shall be separate from the process associated with the approval of work plans.

(b) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract Statement of Work (and or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Project Officer specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment - see paragraph (e) below), the Contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-46.

(c) Travel expenses for federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(d) The advance approval of travel covered in this clause does not apply to local transportation. Local transportation, for this contract, is defined as travel within one hundred (100) miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Project Officer for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Project Officer.

(g) While on travel, contractor personnel shall clearly identify their corporate affiliation at the start of any meeting. While attending EPA sponsored meetings, conferences, symposia, etc., or while on a Government site, contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as the Agency's official representative at meetings, conferences, symposia, etc.

### **H.32 GOVERNMENT HOLIDAYS (RTP-H-10)**

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day  
 Martin Luther King's Birthday  
 Presidents' Birthday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veterans' Day  
 Thanksgiving Day  
 Christmas Day

### **H.33 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (RTP-H-2)**

When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, placemarkers) with verbal announcements so

that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

#### **H.34 EPA SPONSORED MEETINGS, WORKSHOPS, CONFERENCES (RTP-H-4)**

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. (FPMR 101-17.104-4). The EPA Project Officer or Work Assignment Manager will determine and advise contractor as to the availability of Federal facilities.

Except for contractor, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc. for other participants or attendees shall not be an allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

The cost of beverages, food, refreshments, etc. consumed by participants or attendees shall not be an allowable charge under this contract.

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

#### **H.35 APPLICATION OF RIGHTS IN DATA--SPECIAL WORKS CLAUSE (RTP-H-5)**

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments which are included in the examples set forth in FAR 27.405(a) and also to other work assignments specifically identified by the Contracting Officer.

#### **H.36 EPA SURVEY MANAGEMENT HANDBOOK (RTP-H-7)**

This contract will involve statistical surveys, data collection, using questionnaires, or statistical analysis of survey data. In performance of such tasks, the contractor shall follow the procedures set forth in the EPA Survey Management Handbook incorporated herein by reference.

#### **H.37 IDENTIFICATION OF SUBCONTRACTORS (RTP-H-8)**

(a) The purpose of this clause is to identify the subcontractors in the Contractor's proposal which resulted in award of this contract.

(b) Notwithstanding the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)", it is hereby agreed to and understood that the following "team subcontractors" will perform the work under this contract as outlined in the Contractor's technical proposal incorporated in Section C of this contract:

	Estimated Amount of
Subcontractor	Total Potential Subcontract

(c) Any substitutions in the above listing of subcontractors which will result in a deviation from the Contractor's technical proposal which resulted in award of this contract shall be approved in advance of the substitution in writing by the Contracting Officer. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, information required by the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the subcontractors being replaced. This clause may be modified upon approval of the requested substitutions by the Contracting Officer.

(d) This clause is not intended to grant consent to the above subcontracts. Subcontract consent will be granted in accordance with EPA procedures and the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)".

#### **H.38 SUBCONTRACTOR - KEY PERSONNEL (RTP-H-9)**

(a) The Contractor's proposal which resulted in award of this contract indicated that a portion(s) of the work hereunder would be performed under a subcontract(s). As a part of this proposal, certain subcontractor key personnel were identified. It is hereby agreed and understood that the following subcontracts shall contain a provision which requires the following key personnel:

Subcontractor	Key Personnel	Title
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(b) It is further agreed and understood that the subcontract(s) listed above will contain the following provisions:

(1) during the first twelve (12) months of performance the subcontractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment;

(2) the subcontractor shall notify the Contractor within 15 calendar days after the occurrence of any of the events in paragraph (1) above, and provide the information required by paragraph (4) below;

(3) after the initial twelve (12) month period, the subcontractor shall submit the information required by paragraph (4) to the Contractor at least 15 calendar days prior to making any permanent substitutions;

(4) the subcontractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contractor. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

(c) If a substitution in key personnel is considered appropriate by the Contractor, the Contractor shall issue a modification to the subcontract. Prior to any such modification, the Contractor shall obtain the written consent of the Contracting Officer.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	DEC 1998	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.216-7	MAR 2000	ALLOWABLE COST AND PAYMENT
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	OCT 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	FEB 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT ALTERNATE I (APR 1984)
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-11	JUN 1997	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) ALTERNATE IV (JUN 1989)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES -- COST REIMBURSEMENT ALTERNATE V (APR 1984)
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## **I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a),(b),(c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423)(the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may-

(1)Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2)Rescind the contract with respect to which--

(i)The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A)Exchanging the information covered by such subsections for anything

of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

### **I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION**

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

### **I.4 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives



are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

#### **I.5 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997)**

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.* (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of

each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

#### **I.6 LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (DEC 1996)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General Construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

**I.7 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**I.8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage- Fringe Benefits
Biological Technician (GS-8)	\$16.55/hr + 26% Fringe

(Technical Level 3 - 29090)

Chemistry Technician (GS-8) \$16.55/hr + 26% Fringe  
(Technical Level 3 - 29090)

Physical Science Technician (GS-8) \$16.55/hr + 26% Fringe  
(Technical Level 3 - 29090)

Biological Technician (GS-7) \$14.95/hr + 26% Fringe  
(Technical Level 2 - 29090)

Chemistry Technician (GS-7) \$14.95/hr + 26% Fringe  
(Technical Level 2 - 29090)

Physical Science Technician (GS-7) \$14.95/hr + 26% Fringe  
(Technical Level 2 - 29090)

**I.9 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (FAR 52.222-47) (MAY 1989)**

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offers shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor, Dynamac Corporation, and the American Federation of State, County, & Municipal Employees (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

**I.10 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (APR 1998)**

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

**I.11 CERTIFICATION AND ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT  
FOR EPA DESIGNATED ITEMS (FAR 52.223-9) (OCT 1997)**

(a) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(j)(2)(C)), the Contractor, shall execute the following certification:

Certification

I, \_\_\_\_\_ (name of certifier) am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA Designated Items was at least the amount required by the applicable contract specifications.

\_\_\_\_\_  
Signature of the Officer or Employee

\_\_\_\_\_  
Typed name of the Officer or Employee

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company, Firm, or Organization

\_\_\_\_\_  
Date

(End of Certification)

(b) The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph (a) of this clause.

EPA designated item	Total dollar value of EPA designated item	Percentage of recovered material content*
_____	_____	_____
_____	_____	_____

\*Where applicable, also include the percentage of postconsumer material content.

(c) The Contractor shall submit this certificate and estimate upon completion of the contract to

\_\_\_\_\_  
\*To be completed in accordance with agency procedures.

**I.12 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) ALTERNATE II (JUN**

1987)

(a) *Definitions.*

"Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulas, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited-rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.

"Technical data," as used in this clause, means that data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.*

(1) Except as provided in paragraph (c) of this clause regarding

copyright, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright--

(1) *Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted

computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; PROVIDED, HOWEVER, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) *Release, publication and use of data.*

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraphs (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from the receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.



(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense and the Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized;  
and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction, at the Contractor's expense, of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause above are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

#### LIMITED RIGHTS NOTICE (JUN 1987)

(a) These data are submitted with limited rights under Government contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (i) Use (except for manufacture) by support service contractors.
- (ii) Evaluation by nongovernment evaluators.

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.

- (iv) Emergency repair or overhaul work.

- (v) Release to a foreign government, or instrumentality thereof,

as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(3) (Reserved)

(h) *Subcontracting*. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

#### **I.13 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) ALTERNATE III (JUN 1987)**

##### **(a) DEFINITIONS.**

"Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulas, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited-rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.

"Technical data," as used in this clause, means that data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) ALLOCATIONS OF RIGHTS.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in- -

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to --

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted

rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) COPYRIGHT.

(1) DATA FIRST PRODUCED IN THE PERFORMANCE OF THIS CONTRACT. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) DATA NOT FIRST PRODUCED IN THE PERFORMANCE OF THIS CONTRACT. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; PROVIDED, HOWEVER, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) REMOVAL OF COPYRIGHT NOTICES. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) RELEASE, PUBLICATION AND USE OF DATA. (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) UNAUTHORIZED MARKING OF DATA.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraphs (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from the receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA

and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) OMITTED OR INCORRECT MARKINGS.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense and the Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized;

and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction, at the Contractor's expense, of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) PROTECTION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE.

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause above are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) (Reserved)

(3) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

RESTRICTED RIGHTS NOTICE

(a) This computer software is submitted with restricted rights under Government contract No..... (and subcontract ....., if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.

(b) This computer software may be--

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors in accordance with subparagraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of Notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in



lieu thereof:

RESTRICTED RIGHTS NOTICE  
SHORT FORM

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No..... (and subcontract....., if appropriate) with ..... (name of Contractor and subcontractor)."

(End of Notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: "Unpublished-- rights reserved under the Copyright Laws of the United States."

(h) SUBCONTRACTING. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) RELATIONSHIP TO PATENTS. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

**I.14 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (AUG 1998)**

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract. Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent

to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

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(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

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**I.15 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

**I.16 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)**

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.17 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION**

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to

subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability

of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the



Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise

provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications*. All communications under this clause shall be in writing.

(l) *Overseas contracts*. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

#### **I.18 GOVERNMENT PROPERTY FURNISHED "AS IS" (FAR 52.245-19) (APR 1984)**

(a) The Government makes no warranty whatsoever with respect to Government property furnished "as is," except that the property is in the same condition when placed at the f.o.b. point specified in the solicitation as when inspected by the Contractor pursuant to the solicitation or, if not inspected by the Contractor, as when last available for inspection under the solicitation.

(b) The Contractor may repair any property made available on an "as is" basis. Such repair will be at the Contractor's expense except as otherwise provided in this clause. Such property may be modified at the Contractor's expense, but only with the written permission of the Contracting Officer. Any repair or modification of property furnished "as is" shall not affect the title of the Government.

(c) If there is any change in the condition of Government property furnished "as is" from the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation, and such change will adversely affect the Contractor, the Contractor shall, upon receipt of the property, notify the Contracting Officer detailing the facts and, as directed by the Contracting Officer, either (1) return such property at the Government's expense or otherwise dispose of the property or (2) effect repairs to return the property to its condition when inspected under the solicitation or, if not inspected, last available for inspection under the solicitation. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall equitably adjust any contractual provisions affected by the return, disposition, or repair in accordance with the procedures provided for in the Changes clause of this contract. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor, and the Government shall not be otherwise liable for any delivery of Government property furnished "as is" in a condition other than that in which it was

originally offered.

(d) Except as otherwise provided in this clause, Government property furnished "as is" shall be governed by the Government Property clause of this contract.

**I.19 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)**

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first -tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such

listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

**I.20 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>  
<http://www.epa.gov/oam/ptod/>

**I.21 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

## PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

## J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
1	STATEMENT OF WORK
2	REPORTS OF WORK
3	AWARD FEE PLAN
4	WAGE DETERMINATION/COLLECTIVE BARGAINING AGREEMENT
5	GOVERNMENT FURNISHED PROPERTY
6	PAST PERFORMANCE QUESTIONNAIRE
7	CLIENT AUTHORIZATION LETTER
8	INVOICE PREPARATION INSTRUCTIONS
9	WED-CORVALLIS POLICY #1440.4
10	WED-CORVALLIS POLICY #1440.5
11	WED-CORVALLIS POLICY #2260.1
12	WED-CORVALLIS POLICY #5300.2

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other\_\_\_\_\_.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

**K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION



1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.4 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 1999)  
ALTERNATE II (NOV 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8731 Commercial Physical and Biological Research.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(5) *[Complete if offeror represented itself as disadvantaged in*

paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) *Definitions.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically

references section

8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### **K.5 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)**

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the

disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.6 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**K.7 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)**

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.8 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that--

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs

required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.9 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

**K.10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.11 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (FAR 52.226-2) (MAY 1997)**

(a) Definitions. As used in this provision--historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast

Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the higher Education Act of 1965 (20 U.S.C. 1135d-5(3) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b) of the Act (20 U.S.C. 1059c(b)(1)).

- (b) Representation. The offeror represents that it--  
     \_\_is \_\_is not a Historically Black College or University;  
     \_\_is \_\_is not a Minority Institution.

**K.12 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72)  
 (APR 1984)**

The offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**K.13 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS  
 AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

**K.14 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

**K.15 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1)  
 (FEB 1999) DEVIATION**

(a) The Offeror represents that, if it is subject to the reporting

requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has[ ], has not [ ] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

**K.16 CONGRESSIONAL DISTRICT/DUN AND BRADSTREET NUMBER (RTP-K-1)**

A. Congressional district for offeror's place of business (as noted on the SF1411):

\_\_\_\_\_

Congressional district for offeror's place(s) of performance:

\_\_\_\_\_

B. Dun and Bradstreet Number: \_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	FEB 2000	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION

**L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

**L.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) ALTERNATE IV (OCT 1997)**

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

See L Provision entitled "Instructions for Preparation of Technical and Cost or Pricing Proposals."

**L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a Cost-Plus-Award-Fee contract resulting from this solicitation.

**L.5 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46) (FEB 1993)**



(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

#### **L.6 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Sue E. Davis

Hand-Carried Address:

Environmental Protection Agency  
Admin Bldg Lobby, Alexander Dr.

Research Triangle Park, NC 27709

Mailing Address:

Environmental Protection Agency  
Contracts Management Division (MD-33)  
Research Triangle Park, NC 27711

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.7 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)**

(a) *Definitions.* As used in the provision--

*Uncompensated overtime* means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

*Uncompensated overtime rate* is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 x40 divided by 45=\$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

**L.8 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its

quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>  
<http://www.epa.gov/oam/ptod/>

**L.9 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**L.10 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**L.11 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of January 1, 2001 and that the required effort will be uniformly incurred throughout each contract period.

**L.12 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (EPAAR 1552.215-72) (AUG 1999) ALTERNATE I (AUG 1999)**

(a) Other than cost proposal instructions.

(1) Submit **an original and five copies** of your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from this proposal.

(2) Special proposal instructions:

See Section M - Evaluation Criteria and the L Provision entitled, "Past Performance Information".

The Technical Proposal shall be organized in accordance with the Technical Evaluation Criteria.

(b) Cost or pricing proposal instructions. The offeror shall prepare and submit **an original and three copies** of pricing information data and supporting attachments in accordance with Table 15-2 of FAR 15.408. In addition to a hard copy of the information, to expedite review of the proposal, submit a 3.5" high density IBM-compatible formatted computer disk containing the financial data required, if this information is available using a commercial spreadsheet program on a personal computer. Submit this information using LOTUS 1-2-3, if available. Identify which version of LOTUS used. If the offeror used another spreadsheet program, indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data. Although submission of a computer disk will expedite review, failure to submit a disk will not affect consideration of the proposal.

(1) General--Submit cost or pricing information prepared in accordance with FAR Table 15-2, Instructions for Submitting Cost/Price Proposals When Cost or Pricing Information Are Required and the following:

(i) Clearly identify separate cost or pricing information associated with any:

(A) Options to extend the term of the contract;

(B) Options for the Government to order incremental quantities;  
and/or

(C) Major tasks, if required by the special instructions.

(ii) If the contract schedule includes a "Fixed Rate for Services" clause, please provide in the cost proposal a schedule duplicating the format in the clause and include proposed fixed hourly rates per labor category for the base and any optional contract periods.

(iii) If the contract includes the clause at EPAAR 1552.232-73 "Payments--Fixed-Rate Services Contract," or the clause at FAR 52.232-7, "Payments Under Time and Materials and Labor-Hour Contracts," include in the cost proposal the estimated costs and burden rate to be applied to materials, other direct costs, or subcontracts. The Government will include these costs as part of its cost proposal evaluation.

(iv) If other divisions, subsidiaries, a parent or affiliated

companies will perform work, provide the name and location of such affiliate and offeror's intercompany pricing policy. Separately identify costs and supporting data for each entity proposed.

(v) The realism of costs, including personnel compensation rates (including effective hourly rates due to uncompensated overtime) will be part of the proposal evaluation. Any reductions to proposed costs or differences between proposed and known EPA/DCAA recommended rates must be fully explained. If an offeror makes a reduction which makes its offer or portions of its offer below anticipated costs, the offeror shall identify where (i.e., which elements of costs) the proposed reductions will be made. Unsubstantiated rates may result in an upward or downward adjustment of the cost proposals to reflect more realistic costs. Based on this analysis, a projected cost for the offeror will be calculated to reflect the Government's estimate of the offeror's probable costs. Any inconsistency, whether real or apparent, between the promised performance and cost or price should be explained. The burden of proof for cost credibility rests with the offeror.

(2) Direct Labor.

(i) The direct technical labor hours (level-of-effort) appearing in the solicitation are for professional and technical labor only. These hours do not include management at a level higher than project management, e.g., corporate and day-to-day management, nor do they include clerical and support staff at a level lower than technician. If it is the offeror's normal practice to charge these types of costs as direct costs, include these costs along with an estimate of the directly chargeable labor-hours for these personnel. These direct charges are to be shown separately from the technical (level-of-effort) effort. If this type of effort is normally included in the offeror's indirect cost allocations, no estimate is required. However, direct charging of these on any resulting contract will not be allowed. Additionally the direct technical labor hours are the workable hours required by the Government and do not include release time (i.e., holidays, vacation, etc.) Submit the proposal utilizing the labor categories and distribution of the level-of-effort specified in the solicitation. These are approximate distribution levels and do not necessarily represent the actual levels which may be experienced during contract performance.

(ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how technical approach coincides with the proposed costs. If the proposed direct labor rates are based on an average of the individuals proposed to work on the contract, provide a list of the individuals proposed and the hours associated with each individual in deriving the rates. If the proposed direct labor rates are based on an average of company category rates, identify and describe the labor categories and the percentages associated with each category in deriving the rates, explaining in detail the basis for the percentages assigned.

(iii) Describe for each labor category proposed, the company's qualifications and experience requirements. If individual rates are used,

provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.

(iv) Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.

(v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

(vi) State whether any additional direct labor (new hire or temporary hires) will be required during the performance period of this acquisition. If so, state the number required, the professional or technical level and the methodology used to estimate proposed labor rates.

(vii) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

(A) Individual's name;

(B) Annual salary and the period for which the salary is applicable;

(C) List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and

(D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charges as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

(viii) Uncompensated overtime. The decision to propose uncompensated overtime is the offeror's decision. Should the offeror, however, elect to propose uncompensated overtime, the offeror must propose a methodology that is consistent with their cost accounting practices and company policy. If proposed, provide an estimate of any uncompensated overtime proposed for exempt personnel. This estimate should identify the number of uncompensated labor hours and the percentage of compensated labor. Uncompensated labor hours are defined as hours for exempt personnel in excess of regular hours for a pay period which are actually worked and recorded in accordance with company policy. Provide a copy of the company policy on uncompensated overtime. Provide historical percentages of uncompensated overtime for the past three years. If proposed for subcontractors, provide separately with subcontractor information.

(ix) For labor rate contracts, for each fixed labor rate, offerors shall identify the basis for the loaded fixed hourly rate for each contract period for example, the rate might consist of the following cost elements: raw wage or salary rate, plus fringe benefits (if applicable), plus overhead rate (if applicable), plus G&A expense rate (if

applicable), plus profit. When determining the composite raw wage for a labor category, the offeror shall:

(A) provide in narrative form the basis for the raw wage for each labor category. If actual wages of current employees are used, the basis for the projections should be explained.

(B) If employees are subject to the Service Contract Act or Davis Bacon Act, they must be compensated at least at the minimum wage rate required by the applicable Wage Determination.

(x) The level of effort for each position is to be proposed in work years. A work year is considered to consist of 2080 hours inclusive of direct and indirect time (40 hours per week x 52 weeks per year = 2080 hours). The proposal must identify proposed work years and clearly identify how many hours in each work year are direct (i.e., productive working hours) and how many are indirect (i.e., paid absences). If the company policy includes a different base work week, the total available hours would be different. For example, if the company's policy calls for a 37.5 hour work week, offeror would deduct paid absences from 1950 hour (37.5 hours/week x 52 weeks/year = 1950 hours). Offeror should clearly identify the paid absences as to how many hours are for holiday and how many hours are for vacation and sick leave. The amount of indirect time (paid absences) identified in the proposal must be consistent with company policy and must allow for the ten Federal government holidays.

(3) Indirect costs (fringe, overhead, general, and administrative expenses).

(i) If the rates have been recently approved, include a copy of the rate agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.

(ii) Submit supporting documentation for rates which have not been approved or audited. Indicate whether computations are based upon historical or projected data.

(iii) Provide actual pool expenses, base dollars, or hours (as applicable for the past five years). Include the actual indirect rates for the past five years including the indirect rates proposed, the actual indirect rates experienced and, if available, the final negotiated rate. Indicate the amount of unallowable costs included in the historical data.

(iv) Offerors who propose indirect rates for new or substantially reorganized cost centers should consider offering to accept ceilings on the indirect rates at the proposed rates. Similarly, offerors whose subcontractors propose indirect rates for new or substantially reorganized cost centers should likewise consider offering to accept ceilings on the subcontractors' indirect rates at the proposed rates.

Note to paragraph (b)(3)(iv): The Government reserves the right to

adjust an offeror's or its subcontractor's estimated indirect costs for evaluation purposes based on the **Agency's** judgment of the most probable costs up to the amount of any stated ceiling.

(v) If the employees are subject to the Service Contract Act or Davis Bacon Act, employees must receive the minimum level of benefits stated in the applicable Wage Determination.

(4) Travel expense.

(i) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect costs and fee.

(ii) If the solicitation does not specify the amount of travel costs, attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of travelers, destinations from and to, purpose and cost, e.g., mileage, transportation costs, subsistence rates.

(5) Equipment, facilities and special equipment, including tooling.

(i) If direct charges for use of existing contractor equipment are proposed, provide a description of these items, including estimated usage hours, rates, and total costs.

(ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)

(iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government **agency** which has cognizance over the property.

(iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.

(v) If special purposes facilities or equipment are being proposed, provide a description of these items, details for the proposed costs including competitive prices, and justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

(vi) If fabrication by the prime contractor is contemplated, include details of material, labor, and overhead.

(6) Other Direct Costs (ODC).

(i) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.

(ii) If the amount is not specified in the solicitation, attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under the accounting system would be a direct charge on any resulting contract.



(iii) If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, those costs should not be included as a direct cost. Complete explanation of this adjustment and the contractor's practice should be provided.

(iv) Provide historical other direct costs dollars per level of effort hour on similar contracts or work assignments.

(7) Team Subcontracts. When the cost of a subcontract is substantial (5 percent of the total estimated contract dollar value or \$100,000, whichever is less), the offeror shall include the following subcontractor information:

(i) Provide details of subcontract costs in the same format as the prime contractor's costs. This detailed information may be provided separately to the EPA if the subcontractor does not wish to provide this data to the prime contractor. Cost data provided separately by a contractor must be received by the time, date and at the location specified for the receipt of proposals. The subcontractor's package should be clearly marked with the RFP number, the name of the prime offeror, and a statement that the package is subcontractor data relevant to the proposal from the prime offeror. If submitted with the prime contractor's proposal, identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate. Offerors are encouraged to provide letters of intent, signed by subcontractors, agreeing to a specified rate for life of the contract. Include a cost or price analysis of the subcontractor cost showing the reasons why the costs are considered reasonable;

(ii) Describe how the prospective team subcontractors were chosen as part of the offeror's proposed team; and rationale for selection;

(iii) Describe the necessity for the subcontractor's effort as either a supplement or complement to the offeror's in-house expertise;

(iv) Identify the areas of the scope of work and the level of effort the subcontractors are anticipated to perform. Provide a reconciliation summary of the proposed hours and ODCs for the prime contractor and proposed subcontractor(s).

(v) Describe the prime contractor's management structure and internal controls to ensure efficient and quality performance of team subcontractors.

(8) Facilities Capital Cost of Money (FCCM). When an offeror elects to claim FCCM as an allowable cost, the offeror must submit Form CASB-CNF and show calculation of the proposed amount. FCCM will be an allowable cost under the contemplated contract, if the criteria for allowability at FAR 31.205-10(a)(2) are met.

#### **L.13 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-73) (AUG 1999) DEVIATION**

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is

none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA and to whom and where it was submitted or update all outdated information on file.

(a) Contractor's Name:-----

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

-----  
-----

(c) Telephone Number:-----

(d) Individual(s) to contact re this proposal:-----

-----

(e) Cognizant Government:

Audit

**Agency:**-----

Address:-----

Auditor:-----

(f)(1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime contracts and subcontracts .....	\$ _____
Government fixed-price prime contracts and subcontracts ...	\$ _____
Commercial Sales.....	\$ _____
Total Sales.....	\$ _____

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year.....	\$ _____
Total Sales for Second Preceding Fiscal Year.....	\$ _____

(g) Is company a separate rate entity or division?..

Yes \_\_\_\_\_

No \_\_\_\_\_

If a division or subsidiary corporation, name parent company:

-----

(h) Date Company Organized:-----

(i) Manpower:

Total Employees:-----

Direct:-----

Indirect:-----

Standard Work Week (Hours):-----

(j) Commercial Products:-----

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ actual cost	Standard cost
-----		
Estimating System:		
Job Order.....	_____	_____
Process.....	_____	_____
Accumulating System:		
Job Order.....	_____	_____
Process.....	_____	_____

Has your cost estimating system been approved by any Government agency?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give name, date or approval, and location of agency:

-----

Has your cost accumulation system been approved by any Government agency?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give name, date of approval, and address of agency:

-----

(m) What is your fiscal year period? (Give month-to-month dates):

-----

What were the indirect cost rates for your last completed fiscal year?

Fiscal year	Indirect cost rate	Basis of allocation
-----		

Fringe Benefits.....	_____	_____
Overhead.....	_____	_____
G&A Expense.....	_____	_____
Other.....	_____	_____

-----

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government **agency**?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give name, date of approval, and location of the Government **agency**:

-----

Date of last preaward audit review by a Government **agency**:

-----

If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.

(o) Cost estimating is performed by:

Accounting Department-----

Contracting Department-----

Other (describe)-----

(p) Has system of control of Government property been approved by a Government **agency**?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give name, date of approval, and location of the Government **agency**:

-----

(q) Purchasing System: FAR 44.302 requires EPA, where it is the cognizant Government **agency**, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$25 million (annual billings) during the next twelve months. The \$25 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government **agency**?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, name and location of the Government **agency**:

Period of Approval:-----

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$25 million threshold?

Yes \_\_\_\_\_ No \_\_\_\_\_

If you responded yes to the \$25 million threshold question, is EPA the cognizant **agency** for your organization based on the preponderance of Government contract dollars?

Yes \_\_\_\_\_ No \_\_\_\_\_

If EPA is not your cognizant Government **agency**, provide the name and location of the cognizant **agency** \_\_\_\_\_

-----  
Are your purchasing policies and procedures written?

Yes \_\_\_\_\_ No \_\_\_\_\_

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes \_\_\_\_\_ No \_\_\_\_\_

(s) Additionally, offerors shall submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

#### **L.14 PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)**

A preproposal conference will be held on July 12, 2000 from 9:00am until approximately 11:30am pacific daylight savings time at:

U.S. EPA  
Environmental Research Laboratory  
200 S.W. 35<sup>th</sup> Street  
Corvallis, OR 97333  
Main Conference Room, Room #104

The conference will reconvene at 2:00pm at the U.S. EPA Laboratory in Newport, Oregon. The address is as follows:

U.S. EPA  
Environmental Research Laboratory  
2111 S.E. Marine Science Drive  
Newport, OR 97365  
Main Conference Room, Room #105

Notice of the preproposal conference, detailed directions, and a map providing directions can be located at [http://www.epa.gov/oam/rtp\\_cmd](http://www.epa.gov/oam/rtp_cmd). Offerors planning to attend the conference should provide written notification to the contract specialist at least 7 calendar days prior to the conference date.

**L.15 PAST PERFORMANCE INFORMATION (EP 52.215-105) (MAY 2000)**

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 5 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager, telephone number, and E-mail address (if available).
- (j) Administrative Contracting Officer, if different from #8, telephone number, and E-mail (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4(b).

(2) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(c) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., If the same reference has several contracts, send that reference a single notice citing all applicable contracts.) Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer. A copy of the past performance questionnaire (see Section J) should accompany the Client Authorization Letters.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters and the Past Performance Questionnaire should be mailed or E-mailed to individual references early enough to allow the client to respond directly to EPA by the proposal due date. Copies of the Client Authorization Letters should be included in the proposal.

(d) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) If a questionnaire is not received from a reference, the Government may make an attempt to contact that reference, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(e) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in Section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set for in Section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(I) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

## **L.16 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)**

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than two (2) calendar days after the preproposal conference scheduled for July 12, 2000 in Corvallis and Newport, OR. Please email any technical questions to: mayes.sya@epa.gov. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

**L.17 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT  
(EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

**L.18 DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985)**

Offerors shall use the following labor classifications in preparing their technical and cost proposals.

(a) Definition of labor classifications. The direct labor hours appearing below are for professional and technical labor only. These hours do not include management at a level higher than the project management and clerical support staff at a level lower than technician. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable man-hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed. Additionally, the hours below are the workable hours required by the Government and do not include release time (i.e., holiday, vacation, etc.).

(b) Distribution of level of effort. Submit your proposal utilizing the labor categories and distribution of the level of effort specified below:

**Base Period**

LABOR CLASSIFICATION	Base Effort	Optional Effort	Increment
-----	-----	-----	-----
Professional Level 4	8,320	4,160	119
Professional Level 3	47,840	23,920	684
Professional Level 2	20,800	10,400	297
Professional Level 1	4,160	2,080	59
Technical Level 3	10,400	5,200	149
Technical Level 2	33,280	16,640	475
Technical Level 1	20,800	10,400	297



Total for Base Period	145,600	72,800	2,080
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Option Period I, II, III and IV

LABOR CLASSIFICATION	Base Effort	Optional Effort	Increment
-----	-----	-----	-----
Professional Level 4	8,320	4,160	119
Professional Level 3	47,840	23,920	684
Professional Level 2	20,800	10,400	297
Professional Level 1	4,160	2,080	59
Technical Level 3	10,400	5,200	149
Technical Level 2	33,280	16,640	475
Technical Level 1	20,800	10,400	297
Total per Option Period	145,600	72,800	2,080

(c) When identifying individuals assigned to the project, specify in which of the above categories the identified individual belongs. If your company proposes an average rate for a company classification, identify the professional or technical level within which each company category falls.

#### DEFINITION OF LABOR CLASSIFICATIONS

Offerors shall use the following labor classifications in preparing their technical and cost proposals:

##### PROFESSIONAL

(1) Level 4 - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Typical Title: Project Leader, Chief Engineer

Normal Qualifications: Ph.D. Degree or equivalent; and

Experience: 10 years or more

(2) Level 3 - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods, design or equipment where necessary. Operates with same latitude for unreviewed action or decision.

Typical Title: Project Engineer, Group Leader

Normal Qualifications: Masters Degree or equivalent; and

Experience: 6-12 years

(3) Level 2 - Under supervision of a senior or project leader, carries out assignments associated with projects. Translates technical guidance received

from supervisor into usable data applicable to the particular assignment coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title: Engineer, Analyst

Normal Qualifications: B.S. Degree or equivalent; and

Experience: 3-8 years

(4) Level 1 - Lowest or entering classification. Works under close supervision of senior or project leader. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title: Junior, Associate

Normal Qualifications: B.S. Degree or equivalent; and

Experience: 0-3 years

#### Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

#### TECHNICIAN

(1) Level 3 - Performs nonroutine and complex assignments. Works under general supervision of a scientist or engineer. Performs experiments or tests which may require nonstandard procedures and complex instrumentation. Records, computes and analyzes test data prepares test reports. May supervise lower level technicians.

Typical Title: Senior Technician

Experience: 6 years or more

(2) Level 2 - Performs assignments that are normally standardized. Operates testing or processing equipment of moderate complexity. May construct components or subassemblies of prototype models. May troubleshoot malfunctioning equipment and make simple repairs. Extracts and processes test data.

Typical Title: Technician

Experience: 2-6 years

(3) Level 1 - Performs simple and routine tasks or tests under close supervision. Records test data and may prepare simple charts or graphs. Performs routine maintenance and may install or set up test equipment.

Typical Title: Junior Technicians, Technician Trainee Experience: 0-2 years

#### Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

#### L.19 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)

For evaluation purposes, offerors shall propose the following amounts:

##### BASE PERIOD

<u>DESCRIPTION</u>	<u>BASE EFFORT</u>	<u>OPTIONAL QUANTITY</u>	<u>INCREMENT</u>
	(145,600 hours)	(72,800 hours)	(2,080 hrs)
Materials	\$155,200	\$ 38,800	1,109
Travel	285,500	71,375	2,039
Vehicle Associated Costs	105,000	26,250	750
Field Work Communications	13,500	3,375	96
Equip maint/upgrades/leases	57,600	14,400	411
Shipping & Expressed Mail	7,700	1,925	55
Miscellaneous Costs	<u>88,500</u>	<u>22,125</u>	<u>632</u>
	\$713,000	\$178,250	5,093

##### OPTION PERIOD I

<u>DESCRIPTION</u>	<u>BASE EFFORT</u>	<u>OPTIONAL QUANTITY</u>	<u>INCREMENT</u>
	(145,600 hours)	(72,800 hours)	(2,080 hrs)
Materials	\$145,808	\$ 36,452	1,041
Travel	296,920	74,230	2,121
Vehicle Associated Costs	109,200	27,300	780
Field Work Communications	14,040	3,510	100
Equip maint/upgrades/leases	59,904	14,976	428
Shipping & Expressed Mail	8,008	2,002	57
Miscellaneous Costs	<u>36,920</u>	<u>9,230</u>	<u>264</u>

\$670,800

\$167,700

4,791

## OPTION PERIOD II

<u>DESCRIPTION</u>	<u>BASE EFFORT</u>	<u>OPTIONAL QUANTITY</u>	<u>INCREMENT</u>
	(145,600 hours)	(72,800 hours)	(2,080 hrs)
Materials	\$151,640	\$ 37,910	1,083
Travel	308,797	77,199	2,206
Vehicle Associated Costs	113,568	28,392	811
Field Work Communications	14,602	3,650	104
Equip maint/upgrades/leases	62,300	15,575	445
Shipping & Expressed Mail	8,328	2,082	59
Miscellaneous Costs	<u>38,397</u>	<u>9,599</u>	<u>274</u>
	\$697,632	\$174,408	4,983

## OPTION PERIOD III

<u>DESCRIPTION</u>	<u>BASE EFFORT</u>	<u>OPTIONAL QUANTITY</u>	<u>INCREMENT</u>
	(145,600 hours)	(72,800 hours)	(2,080 hrs)
Materials	\$157,706	\$ 39,426	1,126
Travel	321,149	80,287	2,294
Vehicle Associated Costs	118,111	29,528	844
Field Work Communications	15,186	3,796	108
Equip maint/upgrades/leases	64,792	16,198	463
Shipping & Expressed Mail	8,661	2,165	62
Miscellaneous Costs	<u>39,933</u>	<u>9,983</u>	<u>285</u>
	\$725,537	\$181,384	5,182

## OPTION PERIOD IV

<u>DESCRIPTION</u>	<u>BASE EFFORT</u>	<u>OPTIONAL QUANTITY</u>	<u>INCREMENT</u>
	(145,600 hours)	(72,800 hours)	(2,080 hrs)
Materials	\$164,014	\$ 41,004	1,172
Travel	333,995	83,499	2,386
Vehicle Associated Costs	122,835	30,709	877
Field Work Communications	15,793	3,948	113
Equip maint/upgrades/leases	67,384	16,846	481
Shipping & Expressed Mail	9,008	2,252	64
Miscellaneous Costs	<u>41,530</u>	<u>10,383</u>	<u>297</u>
	\$754,559	\$188,640	5,390

Offerors who normally include any of the listed Other Direct Costs (ODCs) in their indirect rates should so state in their proposal and the cost should not be duplicated in direct costs.

ODC category estimates are based on the inclusion of the following:

## Materials:

Office Materials - paper, file folders, envelopes, etc.  
 Laboratory Materials - chemicals, gases, syringes, pipettes, etc.  
 Field Materials - gloves, safety tape, etc. (field work is estimated to be reduced in Option Period I)

## Vehicle Associated Costs:

Vehicle rental/lease associated with necessary travel within the US as

well as locally

Miscellaneous Costs:

Journal reprints, maps, medical monitoring, relocation, etc.

**L.20 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100)  
(FEB 1991)**

This procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: 100%

(b) 8(a) Program: Not Applicable

**L.21 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (EP 52.219-130) (SEP 1994)**

(a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDBs and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of the SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts. If the successful offeror is accepted into the Program they shall serve as a Mentor to a Protege (SDB) firm(s), providing developmental assistance in accordance with an agreement with the Protege firm(s).

(b) To participate as a Mentor, the offeror must receive approval in accordance with paragraph (h).

(c) A Protege must be a small disadvantaged business (SDB) as defined under Federal Acquisition Regulation (FAR) 19.001, and a small business for the purpose of the Small Business Administration (SBA) size standard in the Standard Industrial Code (SIC) applicable to the contemplated supplies or services to be provided by the Protege firm to the Mentor firm. Further, consistent with EPA's 1993 Appropriation Act, socially disadvantaged individuals shall be deemed to include women.

(d) A Protege firm may self-certify to the offeror that it meets each of the eligibility requirements above. The offeror may rely in good faith on a written representation of a business concern that such business concern meets the requirements set forth in paragraph (c). Where there may be a concern regarding the Protege firm's eligibility to participate in the Program, the Protege's eligibility will be determined by the Contracting Officer in consultation with the Small Business Administration.

(e) The offeror shall submit an application in accordance with paragraph (k) as part of its proposal which shall include as a minimum the following information.

(1) A statement and supporting documentation that the offeror is currently performing under at least one active Federal contract with an approved subcontracting plan and is eligible for the award of Federal contracts;

(2) A summary of the offeror's historical and recent activities and accomplishments under their SDB program. The offeror is encouraged to include any initiatives or outreach information believed pertinent to approval as a mentor firm;

(3) The total dollar amount (including the value of all option periods or quantities) of EPA contracts and subcontracts received by the offeror during its two preceding fiscal years. (Show prime contracts and subcontracts separately per year);

(4) The total dollar amount and percentage of subcontract awards made to all SDB firms under EPA contracts during its two preceding fiscal years. If recently required to submit a SF 295, provide copies of the two preceding year's reports;

(5) The number and total dollar amount of subcontract awards made to the identified Protege firm(s) during the two preceding fiscal years (if any).

(f) In addition to the information required by (e) above, the offeror shall submit as a part of the application the following information for each proposed Mentor-Protege relationship.

(1) Information on the offeror's ability to provide developmental assistance to the identified Protege firm and how the assistance will potentially increase contracting and subcontracting opportunities for the Protege firm, including subcontract opportunities in industry categories where SDBs are not dominant in the offeror's vendor base.

(2) A letter of intent indicating that both the Mentor firm and the Protege firm intend to enter into a contractual relationship under which the Protege will perform as a subcontractor under the contract resulting from this solicitation and that the firms will negotiate a Mentor-Protege agreement. Costs incurred by the offeror in fulfilling the agreement(s) with the Protege firm(s) are not reimbursable on a direct basis to the contract. The letter of intent must be signed by both parties and contain the following information:

(i) The name, address and phone number of both parties;

(ii) The Protege firm's business classification, based upon the SIC code(s) which represents the contemplated supplies or services to be provided by the Protege firm to the Mentor firm;

(iii) A statement that the Protege firm meets the eligibility criteria;

(iv) A preliminary assessment of the developmental needs of the Protege firm and the proposed developmental assistance the Mentor firm envisions providing the Protege. The offeror shall address those needs and how their assistance will enhance the Protege. The offeror shall develop a schedule to assess the needs of the Protege and establish criteria to evaluate the success in the Program.

(v) A statement that if the offeror or Protege firm is suspended or debarred while performing under an approval Mentor-Protege agreement the offeror shall promptly give notice of the suspension or debarment to the Office of Small Disadvantaged Business Utilization (OSDBU) and the Contracting Officer. The statement shall require the Protege firm to notify the Contractor if it is suspended or debarred.

(g) The application will be evaluated on the extent to which the offeror's proposal addresses the items listed in (e) and (f). To the maximum extent possible, the application should be limited to not more than 10 single pages, double spaced. The offeror may identify more than one Protege in its application.

(h) If the offeror is determined to be in the competitive range, the offeror will be advised by the Contracting Officer whether their application is approved or rejected. The Contracting Officer, if necessary, may request additional information in connection with the offeror's submission of its revised or best and final offer. If the successful offeror has submitted an approved application, they shall comply with the clause titled "Mentor-Protege Program."

(i) Subcontracts of \$1,000,000 or less awarded to firms approved as Proteges under the Program are exempt from the requirements for competition set forth in FAR 44.202-2(a)(5), 52.244-2(b)(2)(iii) and 52.244-5. However, price reasonableness must still be determined and the requirements in FAR 44.202-2(a)(8) and 52.244-2(b)(2)(iv) for cost or price analysis continue to apply.

(j) Costs incurred by the offeror in fulfilling their agreement(s) with a Protege firm(s) are not reimbursable on a direct basis to the contract. Unless EPA is the responsible audit agency under FAR 42.703-1, offerors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates. Where EPA is the responsible audit agency, these costs will be considered in determining indirect cost rates.

(k) Submission of Application and Questions Concerning the Program.

The application for the Program shall be submitted to the Contracting Officer, and to the Small Business Specialist at the following address:

Small Business Program Officer  
Contracts Management Division (MD-33)  
U. S. Environmental Protection Agency  
Research Triangle Park, NC 27711  
Telephone: (919) 541-2249  
Fax: (919) 541-5539

**L.22 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

**L.23 QUALITY ASSURANCE (QA) PROGRAM PLAN (EPAAR 1552.246-70) (APR 1984)**

Each offeror, as a separate and identifiable part of its technical proposal, shall submit a Quality Assurance (QA) program plan setting forth the offeror's capability for quality assurance. The plan shall address the following:

(a) A statement of policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work.

(b) An organizational chart showing the position of a QA function or person within the organization. It is highly desirable that the QA function or person be independent of the functional groups which generate measurement data.

(c) A delineation of the authority and responsibilities of the QA function or person and the related data quality responsibilities of other functional groups of the organization.

(d) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the Statement of Work.

(e) The background and experience of the proposed personnel relevant to accomplish the QA specifications in the Statement of Work.

(f) The offeror's general approach for accomplishing the QA specifications in the Statement of Work.

**L.24 SUBMISSION OF COST PROPOSALS**

Offerors shall submit cost proposals for each of the following:

- 1) A summary proposal for the entire contract period
- 2) For the base contract period:
  - i) a Summary Proposal (assume all options to be exercised)
  - ii) a proposal for the base (145,600 hours)
  - iii) a proposal for the 2,080 hour increment



- iv) a proposal for the total of the options for increased quantity ( 2,080 X 35 = 72,800 hours)
- 3) For the Option I, II, III and IV contract periods:
  - i) a Summary Proposal (assume all options to be exercised)
  - ii) a proposal for the base (145,600 hours)
  - iii) a proposal for the 2,080 hour increment
  - iv) a proposal for the total of the options for increased quantity ( 2,080 X 35 = 72,800 hours)

Additionally, offerors shall submit a chart outlining the level of effort in hours and associated costs for the prime contractor and each team subcontractor (including interdivisional transfers and/or subsidiaries, if any) for:

- 1) The base period base quantity.
- 2) The base period option for increased quantity.
- 3) The Option I period basic quantity.
- 4) The Option I period option for increased quantity.
- 5) The Option II period basic quantity.
- 6) The Option II period option for increased quantity.
- 7) The Option III period basic quantity.
- 8) The Option III period option for increased quantity.
- 9) The Option IV period basic quantity.
- 10) The Option IV period option for increased quantity.
- 11) The total contract.

Offerors shall submit a similar chart outlining travel and ODCs for the prime contractor and each team subcontractor (including interdivisional transfers and/or subsidiaries) for the periods and optional increments outlined above.

Costs shall be allocated in accordance with the requirements of the RFP. Offerors shall submit a chart showing each firm's (prime and subcontractors) fully loaded hourly rate for each period and optional increment. The fully loaded rates should be a computation (total cost divided by total technical hours) based on the end result of your cost proposal prepared in accordance with the instructions set forth in paragraph (b) of the provision entitled "Instructions for the Preparation of Technical and Cost or Pricing Proposals" and not the basis used to prepare your cost proposal.

Offerors shall provide a summary chart of the professional skill mix by the RFP specified labor categories (Prof. Level 4, Prof. Level 3, etc.) for the prime contractor and each team subcontractor (including interdivisional transfers and/or subsidiaries).

Offerors shall submit the following information regarding indirect costs:

- 1) State the basis of proposed indirect rates;
- 2) If the rates are based upon a written agreement with a Government agency, then the offeror is required to provide a copy of the referenced agreement as an attachment to the cost proposal.

3) If the rates have been accepted by a Government agency other than by a written agreement, then the offeror shall state this in the cost proposal and shall provide information as to when and by whom the rates were accepted.

Offerors who prepare proposals by computer should submit a floppy disk of the proposal and supporting cost data (including all rates, factors and formulas) using Lotus 123. The disk should be double sided-double density and compatible with the IBM personal computer.

Proposals should include the results of the Prime Contractor's evaluation of subcontract cost as required by FAR 15.404-3(b)(2).

**L.25 DISCLOSURE REQUIREMENTS FOR ORGANIZATIONAL CONFLICT OF INTEREST (RTP-L-14)**

(a) The purpose of this contract includes the requirement that the contractor collect and analyze samples for research in forest management, impacts of sedimentation in rivers, and effects of various stressors, such as pesticides, on plant communities. The purpose of collecting and analyzing these data is to support the Agency in evaluating the processes that determine the response of biological resources to environmental change, land use, and resource use. All offerors shall specifically disclose whether they have any business or competitive relationships (e.g., a parent/subsidiary affiliation or an existing contractual relationship) with firms that are directly affected by the processes that determine the response of biological resources to environmental change and to land and resource use, or if the offerors are directly engaged, or have a vested interest as an investor, in a business that would be so affected.

(b) K provision entitled, ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72), requires the offeror to certify that it is not aware of any potential organizational conflicts of interest. If the offeror cannot so certify, then L provision entitled, ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70), requires the offeror to provide a disclosure statement with its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest.

(c) The Agency has determined that firms directly engaged in the business or which have a business or competitive relationship(s) with firms involved in the activities described in paragraph (a) above (further referred to as "these activities") may have a significant potential organizational conflict of interest in relation to the requirements of this solicitation. In addition, a potential organizational conflict of interest may exist with firms that provide consulting and/or technical services related to these activities.

(d) Firms responding to this solicitation are required to disclose any such business relationships. The disclosure statement must address actual and potential organizational conflicts of interest within the offeror's entire corporate umbrella, including parent company, sister companies, affiliates,

subsidiaries, and other interests held by an offeror. In addition to identifying actual and potential organizational conflicts of interest, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. The EPA Contracting Officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

(e) The purpose of requiring the information covered by paragraphs (c) and (d) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. The Agency recognizes that there exists a need for firms to gain the requisite technical experience necessary to fulfill the requirements of the proposed contract and that such experience is often gained through provision of consulting or related technical services to firms who are involved in these activities. Accordingly, the fact that a firm has, or plans to work for a company who is involved in these activities will not necessarily disqualify the firm for consideration for award on the basis of actual or potential conflicts of interest. The more dependent a firm is on commercial work that relates to these activities, the greater the risk to the Agency that there will arise during contract performance a significant number of conflict of interest situations which would preclude the Agency from using the contractor's support. There is no set formula for determining how much corporate business involving these activities would result in a determination by the Contracting Officer that award to a particular offeror would not be in the best interest of the Government due to organizational conflict of interest concerns; each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, neutralizing, or mitigating such conflicts. In summary, the Agency is seeking a technically qualified firm which can demonstrate that its corporate base of activities will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

## **L.26 MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS (RTP-L-16)**

### **1. PURPOSE**

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

### **2. COI PLAN**

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting

conflicts of interest. Contractor's COI Plans should be identified by a version number, date, and applicable CO for any previously approved COI Plan.

### 3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

#### A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COs when evaluating whether or not a contractor has a COI.

#### B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the last three years, all current work, all sites (if applicable) and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

#### C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base; and
- (6) dollar value of work performed.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determination, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

#### I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

#### **L.27 EPA SURVEY MANAGEMENT HANDBOOK (RTP-L-4)**

This procurement will involve data collection using questionnaires; therefore, the Contractor must be familiar with the procedures set forth in the "EPA Survey Management Handbook." Any offeror interested in submitting a proposal in response to this solicitation may review a copy of this handbook by calling Sya M. Mayes for an appointment, Telephone No. 919-541-3416. Reviews may be made during normal business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays. The manuals are located at the following address: US Environmental Protection Agency, Contracts Management Division, Administration Building, 79 T. W. Alexander Drive, Research Triangle Park, N.C.

#### **L.28 CONFLICT OF INTEREST PLAN (RTP-L-7)**

Offerors shall submit, along with their cost proposal, an Organizational Conflict of Interest Plan which outlines the procedures in place to detect and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address step by step, the checks and balances in place to detect and report potential or actual COI at the organizational and personal level as set forth in the L provision entitled, "Minimum Standards for EPA Contractors' Conflict of Interest Plans". The minimum standards set forth the criteria which offerors' COI plans must meet in order to be acceptable to the Agency.

The plan shall be evaluated in accordance with the criteria set forth in the Section M provision entitled "Evaluation of Conflict of Interest Plan."

#### **L.29 PROCUREMENT HISTORY (RTP-L-8)**

This requirement is a follow-on to Contract Numbers 68C60005 and 68D98175 with Dynamac Corporation which expire on December 31, 2000.

#### **L.30 APPLICABILITY OF COLLECTIVE BARGAINING AGREEMENT(CBA)/WAGE DETERMINATION**

Offerors should note that the CBA included as Attachment 4 is applicable to

employees located at the Corvallis, Oregon facility. The U.S. DOL Wage Determination No. 94-2439 - Revision 11 (dated 06/01/1999), in the same attachment, applies to employees at the Newport, Oregon facility.

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

**M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

**M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)**

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant subfactors to determine quality of product or service:

**I. Technical Approach (20 points)**

Demonstrated understanding of the objectives of the statement of work. Technical approach will be evaluated based on the extent to which the offeror concisely and accurately discusses the nature of the services being



requested as measured by the following which are considered of equal importance:

- A. Understanding of the technical requirements of the proposed contract.
- B. Detailed approach to provide for the technical aspects of the required service.
- C. Detailed approach to solving technical problems or issues that are usually encountered.
- D. Description of corporate support available to this effort if unresolvable technical problems are encountered by the on-site contractor staff.

## **II. Management Plan (20 Points)**

Criterion II.A is considered of greater importance than criteria II.B, II.C, and II.D, which are considered of equal importance.

Demonstrated effectiveness of the proposed management plan to ensure timely, high-quality, cost-effective performance as measured by the following. Offerors should provide their management approach and structure for providing support to this multi-project scientific environment, specifically tailoring their management plan to the activities that will be conducted to fulfill the requirements of the statement of work.

Note that the use of uncompensated overtime is not encouraged. If offerors propose uncompensated overtime, this will be considered in the evaluation of the management plan under Criterion II.A since it may affect the offeror's ability to recruit and retain high quality personnel.

A. Demonstrated effectiveness of proposed system to recruit, train and retain high quality personnel so that the support needs of the contract can be met, including a start-up plan to ensure that the contract is fully staffed with qualified personnel within 45 days after award. Offeror(s) should address their strategy for providing the appropriate resources over the duration of the contract to support projected methods development and exposure assessment requirements. Emphasis should be placed on distinguishing between long-term and temporary positions. Positions designated as long-term should show a defined policy on hiring, training, and retaining qualified personnel. The appropriateness of the mechanisms for recruiting, hiring, training, and retaining qualified personnel to fulfill the Statement of Work will be evaluated. Offerors should demonstrate a staffing policy consistent with the SOW for any temporary positions proposed in response to potential work assignments of limited duration or complexity. Further, offerors should note the provision in Section L entitled "EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES" (FAR 52.222-46) which requires offerors to submit a total compensation plan. This plan will be evaluated under this criterion.

B. Appropriateness of the overall organizational structure which clearly delineates the responsibilities, lines of authority, and proposed staff levels.

C. Adequacy of the communication mechanism proposed to ensure effective coordination and timely management of activities to be conducted under the contract, including how the work will be managed and distributed between any proposed subcontractors/consultants.

D. Demonstrated adequacy of the system proposed to track and monitor costs and performance by individual work assignment so as to ensure performance within the established budgetary constraints and scheduled deadlines.

### **III. Personnel Qualifications (15 Points)**

(Includes Subcontractor(s) and Consultant(s))

Criteria III.A is considered of greater importance than III.B.

Demonstrated qualifications (experience, expertise and educational background) of personnel relative to the requirements of the solicitation as measured by the following:

#### **A. Program Manager**

Demonstrated availability, amount and relevance of management experience of the proposed Program Manager in managing contracts of similar size and scope to that specified in the Statement of Work. Demonstrated qualifications in staffing and managing diverse research teams including a wide variety of personnel management situations. Information shall be provided that demonstrates professional competence, level of experience in all aspects of management, and the ability to communicate effectively in English (in writing and orally). Evidence should be presented that the Program Manager has the capability to manage multitask projects such that results are credible, of high quality, timely, and within budget.

#### **B. Other Key Personnel**

Demonstrated availability, amount, and relevance of technical experience of Other Key Personnel. Other Key Personnel include: 1) Theoretical Environmental Statistician experienced in statistical design of probability surveys of environmental resources; 2) Root Physiologist with a background in below ground processes, root growth, soils, and plant ecology; 3) Regional Fish Ecologist/Ichthyologist experienced in collection, analysis, and interpretation of fish assemblage data; 4) Plant Physiologist with a background in plant ecophysiology and plant ecology; 5) Biostatistician with experience applying and interpreting models of wildlife response to landscape patterns and with statistical analysis of data on wetland condition; 6) Chemist with experience in plant tissue, soil and soil water analyses; 7) Geographer/Regional Ecologist experienced in large scale (watershed and ecoregion) analysis of spatial datasets and development of indicators of watershed reference condition.

### **IV. Corporate Experience (15 Points)**

(Includes Subcontractor(s) and Consultant(s))

Criteria I.A and I.B are considered to be of equal importance.

A. Demonstrated corporate experience in planning and managing projects in areas comparable to those outlined in the Statement of Work. Demonstrated experience in managing contracts of similar size and type (i.e., work assignment, level of effort, term type) to that specified in this solicitation.

B. Demonstrated corporate experience in fulfilling the technical requirements of contracts of similar size and scope to that specified in this solicitation.

#### **V. Past Performance (20 Points)**

*Instructions: Offeror(s) shall submit information as indicated in the Section L provision entitled "Past Performance Information" and shall send the attachment Client Authorization Letter and past Performance Questionnaire to the identified clients. The information provided in the proposal should include similar contracts with Federal, State, and local governments as well as commercial businesses. Similar contracts are defined as those of similar scope, magnitude and complexity to the instant procurement.*

*Note: Offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.*

Demonstrated past performance of the offeror as evidenced by information gathered concerning the identified list of contracts and subcontracts completed during the past three (3) years and those currently in progress for similar work. Similar work would include 1) collection of field samples and laboratory analysis dealing with a) terrestrial ecosystem processes and structures, including community composition, and b) estuarine ecosystem processes and structures; 2) statistical research, including design of ecological monitoring systems; and 3) landscape ecology. The offeror's past performance will be evaluated in total based on the following criteria, which are considered to be of equal importance, and will be assessed based on information obtained through the Past Performance Questionnaire:

- a. Quality of Product or Service
- b. Timeliness of Performance
- c. Overall Effectiveness of Management (including subcontractors)
- d. Compliance with Cost Estimates
- e. Customer Satisfaction

#### **VI. Adequacy of Quality Assurance Program Plan (10 Points)**

(See Section L, "Quality Assurance Program Plan")

Demonstrated adequacy of proposed quality assurance procedures. How quality assurance/quality control procedures result in products of high quality will be evaluated, including the frequency and types of audits and internal control checks.

**TOTAL POINTS****100****M.4 EVALUATION OF CONFLICT OF INTEREST PLAN (RTP-M-1)**

The plan described in Section L entitled, "Conflict of Interest Plan" will be evaluated as acceptable or not acceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror that submits a plan that ultimately is unacceptable after the completion of negotiations will not be eligible for a contract award.

ATTACHMENT 1

STATEMENT OF WORK

**STATEMENT OF WORK  
ON-SITE TECHNICAL SUPPORT  
WESTERN ECOLOGY DIVISION  
CORVALLIS & NEWPORT, OREGON**

**1.0 Purpose:** The Western Ecology Division (WED) of the Environmental Protection Agency (EPA), National Health and Environmental Effects Research Laboratory (NHEERL) is a sophisticated, multi-disciplinary research laboratory that performs state-of-the-art research. Exhibit I provides an overview of WED and the types of research conducted. This contract provides technical support for research activities at WED. The contractor shall perform the types of technical support activities described in the sections that follow.

**2.0 General Requirements:** The contractor shall provide non-personal services, materials, supplies, and vehicles required to support the types of research outlined in Exhibit I and the requirements of the Statement of Work. The contractor shall provide technical support both on-site at WED facilities in Corvallis and Newport and (for short periods) at off-site and remote field sites (within the United States and including minimal international travel to attend international meetings and symposia to present scientific information and papers or to gather information considered useful in completing Work Assignments under this contract). The contractor shall provide administrative support for its on-site activities. The contractor shall coordinate the activities of its employees relative to functions requiring involvement of all occupants of EPA facilities, such as security, waste management, parking, and building maintenance and repairs. To perform the technical tasks required in this statement of work the contractor shall use existing statistical analysis, Geographic Information System (GIS), visualization and other software in WED workstation/network environments.

The contractor shall submit for review and obtain approval from the EPA Project Officer/Work Assignment Manager prior to use or dissemination of any and all manuals, technical documents, and outreach materials (to include all training and workshop materials).

As required by Work Assignments issued by the Contracting Officer, the contractor shall:

- 2.1 Perform chemical, physical, biological, biochemical, statistical, geographical, and other standardized analyses.
- 2.2 Collect, acquire, store, categorize, integrate, and synthesize data and information.
- 2.3 Collect, format, process, document and provide quality control of samples and information including both experiments and observational information from the laboratory and field. Field work could require working in a variety of weather conditions including rain and snow.

- 2.4 Prepare, maintain, and update technical records, logbooks, QA records, and databases for work performed.
- 2.5 Operate and adapt specialized sampling, monitoring, analytical, and experimental equipment.
- 2.6 Provide experimental materials and organisms.
- 2.7 Provide statistical design and analysis support; design, develop, and following EPA approval, implement simulation and statistical models; conduct sophisticated scientific analyses.
- 2.8 Adapt, operate, and maintain in functioning order all Government Furnished Equipment/apparatus.
- 2.9 Conduct literature searches and provide factual reports on current scientific knowledge and methods, alternative theoretical, experimental, sampling, modeling, and analysis approaches, and published scientific reports.
- 2.10 Compile, organize, and summarize existing environmental data and geographic coverages, and evaluate their utility for addressing WED research objectives.
- 2.11 Prepare and document alternative scientific methods for obtaining and analyzing information; recommend methodology for EPA approval.
- 2.12 Prepare implementation plans for EPA approval, including work plans, quality assurance plans, and standard operating procedures (SOPs).
- 2.13 Prepare high quality, written and oral, scientific and technical reports on research results and work performed including publishing findings in peer-reviewed scientific literature. Contractor staff shall be required to conform to WED clearance procedures which require internal and/or external peer reviews of all documents and manuscripts, and written reconciliation of reviewer comments. See WED-Corvallis Policy #2260.1 included as an Attachment. Clearance forms will be prepared and routed through WAM to Division Director for EPA approval. Contractor shall participate in the evaluation of scientific data and may prepare all or portions of reports and manuscripts as senior author or co-author. All written outputs shall be professionally edited or of comparable quality.
- 2.14 Provide technical editing, statistical, and graphical support in the form of tables and figures for research publications and oral or written presentations.

- 2.15 Present results at scientific workshops, symposia, conferences, seminars, and other meetings. Contractor staff shall be required to conform to WED clearance procedures which require all oral presentations be approved by Division Director. Clearance forms will be prepared and routed through WAM to Division Director for EPA approval.
- 2.16 Provide special reports, including (a) descriptions of work performed or in progress, (b) the scientific basis for recommended experimental, analytical, or modeling approaches to assigned work, c) factual information on new scientific findings/ideas, (d) laboratory and field results, (e) progress reports, and (f) analysis of uncertainties in scientific findings.
- 2.17 Provide technical support for technology transfer operations to EPA Program Offices, Regions, and other appropriate parties.
- 2.18 Participate in national and international scientific meetings through presentation of technical papers, organization and facilitation of special symposia or sessions within the scientific meetings; participate in state and federal agency technical workshops; organize and facilitate technical workshops on-site or off-site. Contractor shall use Government-provided in-bound and direct dial out-bound long distance services.
- 2.19 Contractor staff shall provide peer reviews of documents and papers as directed in Work Assignments issued by the Contracting Officer. This would include organizing and conducting peer reviews of scientific and technical documents prepared by Agency personnel, other contractors and other organizations. The peer reviews shall be conducted by qualified individuals (or organization) who are independent of those who performed the work, but are collectively equivalent in technical expertise (i.e., peers) to those who performed the original work. The Contractor shall have the sole responsibility of selecting panel reviewers and shall appoint the officials that will exercise control over the panel meeting. However, upon selection, the contractor shall submit their list of qualified peer reviewers to the WAM for information purposes. The contractor shall not perform peer review of any documents for which the contractor or its subcontractors were involved in the preparation. See WED-Corvallis Policy #5300.2 included as an Attachment.
- 2.20 Implement quality assurance and quality control requirements.
- 2.21 Meet with WED personnel to provide clarification on work status and to discuss technical problems encountered and possible solutions in the conduct of work performed as directed by Work Assignments issued by the Contracting Officer.
- 2.22 Provide a pesticide applicator license from the State of Oregon for all pesticide applications required in the SOW.



- 2.23 Comply with all Federal, state, municipal, NHEERL, and WED policies and regulations pertaining to the protection and safety of employees.

**3.0 Analytical Chemistry Support:** The contractor shall perform a variety of analytical chemistry support services according to established EPA procedures or procedures approved by the EPA Work Assignment Manager (WAM). Where no procedures exist, the contractor shall recommend methodologies for use, subject to review and approval by the EPA WAM. Analytical chemistry analyses are conducted in laboratories at the main WED facilities in Corvallis and Newport and WED's Willamette Research Station, as well as in the field.

- 3.1 Conduct chemical, biochemical, and physical analyses including, for example, the use of elemental analyzer, gas chromatography with mass spectrometry, Inductively Coupled Plasma Emission Spectroscopy (ICP), atomic absorption spectrometry, ion chromatography, high pressure liquid chromatography, gamma ray spectrometer, scintillation counter, flow injection analyzer, autoanalyzer, mercury analyzer, particle size analyzer, Carlo-Erba, carbon/nitrogen analyzer, pH meter, and other established analytical techniques.
- 3.2 Collect and/or prepare water, sediment, soil, and biotic samples for analysis; identify and quantify chemical or physical components and present the information in formats described in SOPs or as directed in Work Assignments.
- 3.3 Install, operate, maintain, and evaluate field instrumentation, such as dissolved oxygen meters, current velocity meters, soil probes, data loggers, automated samplers, temperature loggers, and multi-parameter meters.
- 3.4 Determine chemical purity of test chemicals prior to use in experiments or analytical solutions.
- 3.5 Develop SOPs and performance criteria for precision and accuracy of all methods.
- 3.6 Conduct audit samples, replicates, calibration, and other procedures required for quality assurance and quality control (QA/QC).
- 3.7 Maintain a laboratory information management system to track samples, document QA/QC performance, and prepare reports of analytical results in hardcopy and electronic formats for delivery to EPA.
- 3.8 Recommend and conduct tests on new or alternative methodologies for sample preparation or analysis, subject to review and approval by the EPA Work Assignment Manager.

- 3.9 Maintain an inventory of chemicals in government-provided laboratory spaces, and provide support in conducting the annual inventory of chemicals at WED.
- 3.10 Analyze, summarize, interpret, and report on (in oral and written format) results from chemical analyses and sampling.
- 4.0 Biological Research Support:** The contractor shall perform a variety of biological research support services according to established EPA procedures or procedures/approaches approved by the EPA WAM. Where no procedures exist, the contractor shall recommend methodologies for use, subject to review and approval by the EPA WAM. The contractor shall perform the following types of tasks:
  - 4.1 Conduct terrestrial, freshwater, wetland, riparian, and estuarine/marine environmental studies, including the collection, processing, and analysis of biological samples and associated information on habitat condition. Studies are conducted in laboratory and field and measure response at individual to community level to applied pollutants or measure current status. Biological groups to be studied include annual, perennial and woody plants, fish, amphibians, reptiles, birds, marine and fresh water benthic invertebrates, plankton, microbial and fungal communities, and terrestrial, wetland, riparian, aquatic and estuarine plant communities.
  - 4.2 Operate, maintain, and evaluate biological field sampling equipment and instrumentation, such as electroshocking units, various drift and bottom sampling devices, including corers and grab samplers, trap nets, seine nets, plankton nets, and other sampling nets, water bottle sampling arrays, and radiotracking transmitters and receivers.
  - 4.3 Set-up and conduct field and laboratory studies for evaluating current conditions and the effects of stressors on terrestrial, freshwater, wetland, and marine/estuarine ecosystems. This includes fabrication and operation of wet laboratory exposure systems, enumeration and identification of organisms, and performance of field surveys, field experiments, and laboratory tests.
  - 4.4 Culture and maintain various species of fish, amphibians, invertebrates, plants, and other organisms. Inoculate plants with mycorrhizal cultures.
  - 4.5 Conduct inventories of environmental samples and prepare the samples for proper disposal.
  - 4.6 Maintain an information management system to track data and samples, document QA/QC, and prepare reports of data and results in hardcopy and electronic formats for delivery to EPA.

- 4.7 Analyze, summarize, interpret, and report on (in oral and written format) the results from biological research support studies.
- 4.8 Provide to EPA an inventory and written documentation of the disposition of all samples and analyses, completed, on-going and pending so that EPA can locate all samples and data and fully understand the status of all analyses either pending or in progress.
- 5.0 Physical Science Support:** The contractor shall perform a variety of physical science support services according to established EPA procedures or procedures approved by the EPA WAM. Where no procedures exist, the contractor shall recommend methodologies for use, subject to review and approval by the EPA WAM. The contractor shall perform the following types of tasks:
  - 5.1 Collect and report on geological, hydrological, geomorphology, soils and other physical data from field and laboratory studies.
  - 5.2 Calibrate, install, operate, and maintain field-deployed instruments, such as global positioning systems technology, hydrological monitoring equipment, current meters, including acoustic doppler profilers, meters measuring temperature, salinity, light, and other physical parameters, including Conductivity Temperature Depths (CTDs), and support real-time telemetry of data to the laboratory.
  - 5.3 Collect field data on physical and habitat parameters, including temperature, light, substrate/soil structure and parameters, hydrology, indicators of physical habitat condition and features, and habitat alteration and degradation.
  - 5.4 Maintain an information system to track data and samples, document QA/QC, and prepare reports of data and results in hardcopy and electronic formats for delivery to EPA.
  - 5.5 Conduct data analysis, summarize, interpret, and report on (in oral and written format) the results from physical science studies.
- 6.0 Field Sampling and Logistics.** The contractor shall support and lead field sampling efforts involving a variety of environments (freshwater, estuarine/marine, wetlands, and terrestrial) in support of WED research. Types of research tasks shall include:
  - 6.1 Participate in field and laboratory data collection, logistics, and data input into information systems including climbing large trees and scaffolding associated with forest stands, and operation of prototype hovercraft for estuarine sampling.
  - 6.2 Develop physical, chemical, and biological site-scale protocols for making field

measurements on indicators of ecosystem condition, integrity, and functions, and stressors.

- 6.3 Develop SOPs, performance criteria for precision and accuracy, and QA/QC procedures and plans.
- 6.4 Test and evaluate field sampling protocols in various parts of the U.S., including equipment, logistics, and preparation of SOPs and field operations manuals; provide support to EPA training programs for personnel from State and Federal agencies. Following approval by EPA, implement protocols as requested in work assignment.
- 6.5 Design and conduct field studies and experiments for use in characterizing ecosystem processes and habitat condition/function and biological population structure/dynamics.
- 6.6 Collect field data required for calibration and evaluation of simulation and empirical models, based upon sampling designs approved by EPA.
- 6.7 Collect soil samples and marine sediment.
- 7.0 Operation of Experimental Facilities.** The contractor shall design, operate, and maintain several experimental facilities at WED and shall provide support in the conduct of a variety of environmental experiments. The types of technical support tasks shall include:
  - 7.1 Design and implement field, laboratory, and mesocosm experiments dealing with the effects of stressors on biological, physical, and chemical indicators of ecosystem condition and population, community, and ecosystem dynamics and processes.
  - 7.2 Operate and maintain experiment facilities (see Exhibit 1) at WED's Willamette Research Station and Newport laboratory involving controlled exposures of organisms in laboratory and mesocosm experiments to temperature, selected toxics, predators and competitors, and other stressors.
  - 7.3 Develop SOPs, performance criteria for precision and accuracy, and QA/QC procedures and plans for laboratory, mesocosm, and field experiments. Plans shall be submitted and approved by QA and WAM.
  - 7.4 Maintain an information system to track data, document QA/QC and experimental conditions, and prepare reports of data and results in hardcopy and electronic formats for delivery to EPA.
- 8.0 Statistical Design and Analysis and Modeling.** The contractor shall conduct a

variety of statistical design and analysis and modeling tasks. The contractor shall develop new statistical design and analysis and modeling techniques, apply advanced techniques, and conduct statistical analyses and modeling, in support of WED research outlined in Exhibit I. The contractor shall conduct the following types of tasks:

- 8.1 Develop, test and recommend for EPA approval, and implement statistical design and analysis options in support of ecological monitoring sampling surveys, field and laboratory studies, and modeling studies.
- 8.2 Develop, test and recommend for EPA approval, and implement survey designs (and associated spatial grid design) and design- and model-based estimation (and variance estimation) procedures to address the unique problems presented by ecological monitoring programs and WED field and laboratory studies.
- 8.3 Recommend for EPA approval procedures to evaluate the efficiency of alternative survey sampling designs for ecological monitoring programs and design options for WED field and laboratory studies.
- 8.4 Develop, test and propose for EPA approval design-based and model-based methods for the statistical analysis of change and trend, comparison of sub-populations, and assessment of association (cause/effect) when data arises from a complex survey/study design applied to ecological monitoring and field studies.
- 8.5 Perform design-based and model-based statistical survey analyses for ecological monitoring programs, including spatially explicit estimation using small area estimation, geospatial procedures, and other suitable analysis techniques.
- 8.6 Perform statistical analyses of monitoring, field studies, and laboratory data to support the development of indicators of ecosystem condition and integrity, including statistical analyses of variance components associated with status, change, and trend in ecological monitoring and field studies.
- 8.7 Recommend statistical approaches that will support development of biocriteria that incorporate reference conditions.
- 8.8 Propose design options for studies and analysis of information to address scientific questions identified in Work Assignments issued by the Contracting Officer.
- 8.9 Analyze and interpret statistical associations among physical, chemical, biological, riparian, and watershed indicators of ecosystem condition and integrity and stressors.
- 8.10 Analyze and interpret the spatial and temporal variability of indicators and consequent

implications for estimating regional status and detecting trends.

- 8.11 Develop, adapt, and propose for EPA approval, and apply models of biological indicator responses to physical, chemical, riparian, and watershed indicators, and spatio-temporal habitat patterns.
- 8.12 Apply existing or develop new simulation and statistical models, for EPA approval, to predict behavior and test and refine hypotheses on landscape, ecosystem, habitat, population structure and dynamics, and stressors.
- 8.13 Report on the sensitivity of mathematical ecological or population model outputs by running models using ranges of variables.
- 8.14 Collect and organize field, literature, and other available data to calibrate and validate models and to test model predictions.
- 8.15 Analyze environmental data sets to address WED research objectives.
- 9.0 Geographical and Landscape Analyses.** The contractor shall conduct a variety of geographical and landscape analyses. The types of technical support tasks shall include:
  - 9.1 Classify aquatic and terrestrial ecosystems into groups with similar features, functions, responses, and/or sensitivity to stressors.
  - 9.2 Develop and test for EPA approval spatial, geographic frameworks for application in ecological research, monitoring, extrapolation, and assessment; assess the compatibility of alternative spatial frameworks with conceptual models, processes, and spatial patterns of ecosystem condition and responses.
  - 9.3 Gather ecologically relevant information and recombine it by relative significance into integrated ecoregional and sub-regional maps, using map library, GIS, and WED's computer network to access relevant remote information and incorporate these into WED's systems. Prepare written and graphical outputs summarizing the characteristics of each ecoregion/sub-regional and basis for delineation.
  - 9.4 Identify ecoregional and sub-regional reference sites.
  - 9.5 Conduct geographically targeted regionalization projects (qualitative and quantitative); conduct field studies of existing and developed regionalization techniques.
  - 9.6 Support the theoretical understanding of how landscape structure, dynamics, and

alterations influence habitat and populations.

- 9.7 Develop and test conceptual models and hypotheses on influences of landscape structure, dynamics, and alterations on habitat and populations.
- 9.8 Conduct spatial analyses to characterize landscapes.
- 9.9 Conduct empirical landscape analyses for hypothesis testing, indicator and model development, risk assessment, and to test and determine relationships between landscape, habitat, and population variables.
- 9.10 Make theoretical contributions to the area of landscape indicator development.
- 9.11 Support the improvement, testing for EPA approval, and application of low-cost assessment methods for geographic prioritization.
- 9.12 Perform quantitative analyses of spatial environmental patterns using landscape ecology theoretical and procedural constructs.
- 9.13 Collect and analyze remote sensing information to characterize landscape, watershed, and riparian condition, spatio-temporal habitat patterns, important landscape, watershed, and riparian features, including comparisons to ground-based information and evaluation of levels and sources of uncertainty.

**10.0 Synthesis and Integration.** The contractor shall conduct a variety of tasks relating to the synthesis, integration, and interpretation of environmental data, models, and study results. The types of technical support tasks shall include the following:

- 10.1 Develop conceptual models and hypotheses regarding ecosystem and landscape condition, processes, and cause/effect relationships; following EPA approval, recommend and implement study designs to evaluate conceptual models and hypotheses.
- 10.2 Identify, develop and propose for EPA approval potential indicators of ecosystem condition (physical, chemical, and biological), integrity, and functions.
- 10.3 Evaluate the concordance in responses among various indicator assemblage types and the appropriate spatial and temporal scales at which the various indicators are best associated with each other.
- 10.4 Develop, test and propose for EPA approval physical, chemical, and biological reference conditions for ecosystem condition, integrity, and functions, including how

- to determine whether current condition is acceptable or unacceptable relative to the reference condition.
- 10.5 Develop, test and propose for EPA approval biological criteria.
  - 10.6 Develop, test and propose for EPA approval indicators of watershed, landscape, and riparian condition, as they relate to the condition of surface waters and wetlands or suitability of habitat for biota, including the use of aerial and satellite imagery.
  - 10.7 Make theoretical contributions to the area of indicator development.
  - 10.8 Develop, test and propose for EPA approval diagnostic and analysis methods to identify probable causes of current ecosystem conditions and ecosystem impairment/degradation.
  - 10.9 Assess the condition of ecosystems based on an evaluation of indicators; prepare annual summaries of ecosystem condition.
  - 10.10 Develop procedures for measurement of indicator quality objectives and QA/QC procedures.
  - 10.11 Train others in the process of indicator development and testing, field protocols, and data analysis.
  - 10.12 Evaluate effects of stressors and landscape change on ecosystem condition and population, community, and ecosystem dynamics and processes.
  - 10.13 Participate in watershed to regional-scale ecological risk assessments.
  - 10.14 Develop, test and propose for EPA approval and apply methods for prioritizing ecosystems and landscape and habitat units for restoration and protection.
  - 11.0 Quality Assurance.** The contractor shall submit a Quality Management Plan (QMP), EPA Order 5360.1 Chg 1, 07/16/98 available at EPA Website: [http://es.epa.gov/ncerqa/qa/qa\\_docs.html](http://es.epa.gov/ncerqa/qa/qa_docs.html), which must be approved by the WED Quality Assurance Manager (QAM) prior to any work under the contract. Outline for an appropriate QMP is contained in: EPA QA/R-2 EPA Requirements for Quality Management Plans. Interim Final, November 1999 (copy available from WED QA Office)

Research conducted by the contract is directed by work assignments (WA) and outlined by approved Quality Assurance **Project** Plans (QAPP). A WA may assign



work on one or many projects. The Work Assignment Quality Assurance Review form (initiated by the WAM) is used to identify the projects involved and includes the WAM's signature indicating that all QA/QC requirements are met for all projects involved. The QAM reviews the status of projects with regards to QAPP approvals, required reports, manuscripts, and correction of any findings from audits. His/her signature on the review form certifies that the projects are in compliance with QA requirements.

- 11.1 The contractor shall develop Quality Assurance Project Plans as directed by work assignments. These plans shall include the incorporation of EPA's Standard Operating Procedures (SOPs), specific QA for Government Furnished Property (Instrumentation) and other Facilities Equipment and Services (i.e., Cold Rooms, Deionized Water) used for scientific purposes. The QAPP shall define the data quality objectives of each Research Project, identify the critical measurements/functions to be performed and discuss the various QA/QC activities to be conducted during the work being performed under the Research Project. The contractor shall comply with the EPA QAPP(s) and SOP(s). If the contractor cannot comply with the EPA QAPP(s) and SOP(s), the contractor shall notify the Project Officer in writing as to the reason(s).
- 11.2 Recording of Scientific Data. The contractor shall collect and record data as required by EPA protocols and the approved contractor QA/QC program. At the end of each experiment, the contractor shall enter the data produced into the laboratory's computer system according to the individual Work Assignment.
- 11.3 Implement specific technical quality assurance and quality control guidance when supplied by the EPA WAM to collect, format, process and provide quality control of samples as well as experimental and observational information from the field and laboratory.
- 11.4 Calibration and Operation of Instrumentation/Analytical Equipment. All analytical equipment shall be correctly operated using standards, QA samples, calibration procedures, proper application of quality control measures outlined in the standard operating procedures for the instrumentation, and appropriate preventive maintenance procedures.
- 12.0 **Health & Safety/Environmental Compliance Program** The Contractor shall comply with all Federal, state, municipal and laboratory policies and regulations pertaining to the protection and safety of employees, and the management of hazardous wastes.
- 12.1 Laboratory Safety Requirements. The Contractor shall conduct a safety program that

is at least as protective as the EPA's and complies with the State of Oregon and/or OSHA requirements, whichever are the most protective. The Contractor shall support the development of EPA's Safety Plans. The EPA will provide Safety Plans to the Contractor as described in WED Policy #1440.5 and/or Field Safety as described in WED Policy #1440.4 for the work required by this Contract. WED Policies #1440.4 and #1440.5 are included as Attachments. This safety plan will be submitted to the contractor as an integral part of the work assignment, and the contractor shall comply with the EPA safety plan. If the contractor cannot comply with the EPA safety plan, the contractor shall notify the Project Officer in writing as to the reason(s).

The contractor shall maintain a safety program that complies with the WED's Employee Health and Safety Manual.

- 12.2 Medical Monitoring. The contractor shall participate in research activities both in the laboratory and at offsite field locations. The work activities will include sample collection and analysis. While medical monitoring is not required, the contractor shall ensure that their employees' health is not compromised.
- 12.3 Hazardous Waste Management. The Contractor shall provide technical support to the hazardous waste management program. This support will include the collection, placement, and maintenance of a current inventory of hazardous waste in government-provided laboratory space. The contractor shall notify EPA's Environmental Compliance Manager to request collections from the laboratory on an as-needed basis. EPA's Environmental Compliance Manager will deposit the waste safely in the on-site hazardous waste storage building, and maintain a current hazardous waste inventory.
- 12.4 Radiation Technical Support. The contractor shall provide technical support to the radiation safety program. This support shall include maintenance of radiation safety records, maintenance of radioisotope and sealed source inventories. Perform radiation monitoring of research areas. Process radiation active waste. The contractor will receive technical direction regarding WED Radiation Program requirements through the Project Officer.

EXHIBIT 1 TO ATTACHMENT A  
ON-SITE TECHNICAL SUPPORT  
WED-CORVALLIS

Background--WED's research facilities are located at Corvallis and Newport, Oregon. The main research complex is located on 14 acres in Corvallis, surrounded by the Oregon State University campus. It includes a variety of laboratories, research facilities, a library, a computer center, and office buildings. The Willamette Research Station (WRS) comprises laboratories and field research facilities on a 10-acre site adjacent to the Willamette River in Corvallis, approximately 4 miles south of the main lab. The Coastal Ecology Branch carries out research in laboratory facilities at the Hatfield Marine Science Center, the marine campus of Oregon State University. The Center is located on Yaquina Bay on the Pacific Ocean at Newport, 55 miles west of Corvallis.

A terrestrial ecology laboratory within the Corvallis complex includes a number of greenhouse and field research modules. These units provide the capability for research on: 1) effects of gaseous air pollution, 2) effects of heavy metals, 3) effects of toxic substances, and 4) plant propagation and growth assessments.

Also located at the main complex, a field exposure facility includes 21 large open-top exposure chambers, a nursery site, an automated irrigation system, an experimental rhizotron site, and a control center containing automated pollutant delivery-control and data-acquisition/management systems. This field site provides a unique setting for research that addresses environmental issues of national importance, such as tropospheric ozone effects on conifers, deciduous trees, and crops.

To complement the plant exposure facilities described above, WED constructed a highly sophisticated Terrestrial Ecophysiology Research Area in 1994. The facility consists of a large polyhouse to shelter the data acquisition and control computers, and a field of sunlit plant growth chambers. Ambient temperature, dewpoint and CO<sub>2</sub> concentration in each outdoor enclosure are carefully controlled by programmable microprocessors. This facility plays an important role in long-term global climate change research. It will be used to conduct long-term studies on conifers and hardwoods, with experiments designed to evaluate the response of forests to climate change.

The Coastal Ecology Branch is housed in a state-of-the-art laboratory building at a seaside location ideal for marine and estuarine research. Wet labs are available for a variety of experiments, including tests with exotic species and chronic pollutant exposures. Analytical laboratory facilities provide for low-level analysis of organic pollutants, metals, and natural products. Adjacent facilities of Oregon State University, Oregon Department of Fish and Wildlife, National Oceanic and Atmospheric Administration, National Marine Fisheries Service, and U.S. Fish and Wildlife Service offer opportunities for collaboration.

WED operates a fully integrated and distributed NT and UNIX based computer facility, including a large Geographic Information System, digitization hardware, and over 300 microcomputers and workstation terminals. These facilities permit precise analysis of spatially distributed landscape data (e.g., vegetation, soils). Agency and Oregon State University super-computers are also available to Division scientists via a high-speed communication network.

The Western Ecology Division (WED) is one of four ecological effects divisions of the National Health and Environmental Effects Research Laboratory. The four divisions are distributed bio-geographically. WED's mission is 1) to provide EPA with national scientific leadership for terrestrial and regional-scale ecology, and 2) to develop the scientific basis for assessing the condition and response of ecological resources of the western United States and the Pacific Coast. The Division addresses scientific issues of major importance in formulating public policies, programs, and regulations to protect and manage ecological resources. WED scientists conduct research in a range of scientific disciplines, usually working in multi-disciplinary teams. In addition to their work at the Divisions's facilities and field sites, they collaborate with leading scientists at research institutions throughout the world. The research addresses the ecological processes that determine the response of biological resources to environmental change and to land and resource use. Priority is given to those ecological systems at greatest risk, with emphasis on the scientific uncertainties that most seriously impede ecological risk assessment.

WED's research approach comprises two aspects: 1) developing an understanding of the structure and function of ecological systems, and 2) conducting holistic analyses of ecological phenomena at the ecosystem, landscape, and regional scales. Key scientific disciplines include terrestrial biology, aquatic biology, marine biology, ecology, geography, statistics, microbiology, soil science, plant science, biogeochemistry, plant physiology, landscape ecology, and oceanography. The Division seeks to advance scientific understanding through 1) experiments conducted in the laboratory and in specialized exposure chambers, 2) field studies, 3) modeling, and 4) analysis of large-scale environmental and ecological data sets.

The intramural research conducted within the Western Ecology Division is focused on 3 major themes: (1) Indicator Development, (2) Critical Habitats and (3) Process and Effects. There are currently two research project within each major theme

### ***Indicator Development***

**Forest Ecosystem Indicators: Monitoring, Assessment, Prediction (FEIMAP):** Tools are needed to quantify the status and condition of forested ecosystems and the potential impact of human activities on these ecosystems. For example, indicators are needed for:

(1) predicting and/ or assessing the future response of forests to anthropogenic stressors, (2) detecting and quantifying changes and trends in forest condition, (3) linking changes in condition to likely stressors, and (4) identifying early warning measures for loss of integrity and sustainability of ecological resources. The FEIMAP project is designed to develop and test process-based indicators that are built upon a mechanistic understanding of forested ecosystems. Without a mechanistic relation to assessment endpoints, commonly used plant-based indicators of forest status and condition are poorly suited for monitoring the functioning of ecosystems. Similarly, they cannot be used to predict ecosystem responses. In contrast, the indicators being developed in FEIMAP can be used to make robust assessments of forest status, integrity and sustainability and can be used to make projections of ecosystem response to natural and anthropogenic stresses. The approach taken in FEIMAP for developing indicators includes: (1) process-based models, (2) ecological measures, (3) stress-response data relationships, and methods, at scales from ranging from populations to landscapes. Climatic, edaphic and ecological data is being collected from intensive field sites and controlled chamber experiments. Spatial data bases on land cover/land use and elevation will be developed to build and parameterize site (e.g. biogeochemical cycling and GAP models) and landscape models (e.g. C, N, and water quantity). Initially, data is being collected along an elevation gradient in the western Cascades of Oregon that will be used to parameterize the MBL-General Ecosystem Model (GEM). This model will be used to assess how changes, e.g., in temperature, nitrogen deposition, CO<sub>2</sub> concentration, and soil moisture, affect biomass production and ecosystem storage and cycling of C and N, and to identify key ecosystem processes that are sensitive to these stressors. Key processes sensitive to climatic and atmospheric stressors are those related to C and N cycling in the rhizosphere or plant/soil interface and to C and N allocation and partitioning. This information is used in FEIMAP to develop and evaluate indicators for rhizosphere processes (e.g. structure and function soil food web), ecophysiological processes (e.g. carbon allocation to fine roots ), and ecosystem and landscape function. Additional field sites in the western Oregon and Olympic National Park will be used to validate and verify the performance of the models and potential indicators.

Developing tools for setting biological water quality criteria and performing bioassessments: Under the Clean Water Act, EPA is mandated to "restore and maintain the chemical, physical, and biological integrity of the Nation's waters" (33 U.S.C. 1251). Both the restoration and the maintenance of chemical, physical and biological integrity require that we first set the criteria against which current conditions will be measured. At what point in the degradation of streams, rivers and lakes do we decide that restoration is necessary? How do we know if we are maintaining (or improving) the integrity of aquatic ecosystems, rather than allowing them to degrade? Neither of these questions can be answered without first establishing the yardsticks to be used to measure integrity, and collecting data which can be used to assess where and when these criteria are not being

met. In the case of chemical and physical integrity many of these yardsticks, or criteria, are already established (e.g., for nutrients, toxic chemicals, sediments, temperature, etc.), but we have made less progress in establishing the biological criteria needed to meet our obligation to restore and maintain biological integrity. For none of the elements of aquatic integrity (chemical, physical and biological) is there the kind of unbiased, consistent monitoring information available that would allow us to measure current condition, or progress in restoring, the integrity "of the Nation's waters." The goal of WED's Biocriteria/Bioassessment project is do the research necessary to guide Regions and Program Offices in meeting their biocriteria and bioassessment objectives. The research elements of this project correspond to the steps needed to establish biological criteria and conduct biological assessments:

6. Finding the appropriate biological indicators (e.g., responsive to environmental stress gradients, with low variability).
7. Setting reference conditions.
8. Establishing thresholds of impairment.
9. Use of classification techniques to minimize variability and determine when separate criteria are necessary.
10. Development of statistical survey designs to provide unbiased estimates of current condition.

### ***Critical Habitats***

**Sustaining the Biota of Wetlands and Stream/River Corridors: Critical Habitats, Habitat Patterns, and Landscape Processes:** Under the Clean Water Act, EPA is mandated to "restore and maintain the chemical, physical, and biological integrity of the Nation's waters" (33 U.S.C. 1251). The Critical Habitats project focuses on the *biological integrity of wetlands, streams, and rivers*. More specifically, the assessment endpoint of concern is the long-term viability of native *fish, amphibian, bird, and wetland plant* assemblages that live within or depend upon wetlands, streams, rivers, and their associated riparian areas. We believe the viability of these biota cannot be assessed by studying individual wetlands or individual stream reaches alone. Rather, population viability, as well as species assemblages, are dependent on the spatial pattern and temporal dynamics of aquatic ecosystems across large landscapes. Thus, to restore and maintain the biological integrity of the Nation's waters, EPA management programs and regulations must incorporate important aspects of this landscape ecology. Our specific goal is to develop analytical approaches, and the underlying science, for prioritizing wetland and stream/river corridor restoration and protection. We are most interested in approaches appropriate for prioritization decisions at a basin to ecoregion scale (10,000 to 100,000 km<sup>2</sup>), that is, identifying the subareas within a basin or ecoregion, and types of restoration/protection activities, which will be of greatest benefit to aquatic-dependent biota. Biota are affected by a wide array of stressors. Our focus is on the effects of

habitat loss, physical degradation, and fragmentation, and the interactive effects of habitat alteration and introduced species, all of which were identified by EPA's Science Advisory Board as high priority environmental risks. The driver, or ultimate causal variable of interest to us, is human-induced landscape change, that is, the cumulative effects of land, water, and resource use over fairly large geographic areas (> 10,000 km<sup>2</sup>). Thus, our research framework consists of three basic components: (1) effects of large-scale human alteration of the landscape on the spatio-temporal pattern of aquatic habitat condition in wetlands, streams, rivers, and their associated riparian areas; (2) effects of habitat patterns (and interactions with exotics) on native assemblages of aquatic-dependent biota, and (3) the application of these relationships to help target restoration and protection efforts

**The Effects of Habitat Alteration by Estuarine Stressors on Ecological Resources of Pacific Northwest Estuaries:** The Estuarine Habitat Research Project will determine stressor effects on the estuarine ecological resources of the Pacific Northwest resulting from the increasing rate of human population growth in the region. Stressors which jeopardize the sustainability of estuarine resources include watershed alterations causing increased nutrient and sedimentation loads, habitat loss and alteration, biotic introductions, pollution, algal blooms, and disease. The project goal is to improve the ability to make coastal management decisions by defining key ecological processes and by developing models to predict stress-response relationships for estuarine ecological resources within the Northwest region. Research objectives are to 1) evaluate how specific estuarine habitats respond to a range of potential stressors which may lead to habitat alteration, 2) understand the influences of these stress factors at spatial scales from local to regional, and 3) develop indicators of ecological condition which may be used to evaluate estuarine status across multiple spatial scales. The research will concentrate on submerged aquatic vegetation (SAV), and burrowing shrimp, with lesser effort on other types of estuarine habitats. SAV and shrimp are focal research habitats and important assessment endpoints because these species are “physical ecosystem engineers” which strongly define the ecological conditions of the system. Estuarine Habitat research is organized in three integrated research themes: A. Indicators of Ecological Condition for PNW Estuaries; B. Stressor-Response Modeling; and C. Estuarine Physical-chemical Stressors.

### ***Process and Effects***

**Interactive Stress Effects on Forest Ecosystems:** Forested ecosystems are naturally subjected to multiple, interacting stresses whose effects on system responses may be quite different from effects due to single factors. Carbon dioxide (CO<sub>2</sub>) is a major greenhouse gas contributing to global climate change and which is required by plants to produce biomass. However, the effects of elevated CO<sub>2</sub> on forests on an ecosystem level are largely unknown. Tropospheric ozone is known to adversely affect terrestrial ecosystems, including forests. However, as indicated by a major concern of the Clean Air Scientific

Advisory Committee, the consequences of tropospheric ozone on terrestrial ecosystems are unclear, especially in terms of interactions of other stresses. To improve our understanding of the impacts of these interactive stresses on forest ecosystems, this study determines whether CO<sub>2</sub> and O<sub>3</sub>, in combination, will interact to affect the function of a forest ecosystem, especially in terms of biogeochemical cycling. The ponderosa pine soil/tree seedling system is used, as it is widespread in the western U.S., and is known to be affected individually by both increasing CO<sub>2</sub> and O<sub>3</sub>. The study utilizes special outdoor, sunlit chambers to examine linked above and below-ground responses. Carbon dioxide is at an elevated level of +300 ppm above ambient reflecting an increase in greenhouse gases *vs.* the ambient concentration. Ozone is at a high level representative of regional oxidant pollution *vs.* a low level which is representative of a more pristine area. The study tests three hypotheses in terms of key ecosystem functions: 1) elevated O<sub>3</sub> decreases C, N and H<sub>2</sub>O cycling.; 2) elevated CO<sub>2</sub> increases C, N, and decreases H<sub>2</sub>O cycling; and 3) elevated CO<sub>2</sub> eliminates negative effects of O<sub>3</sub> on C and N cycling and has an additive negative effect on H<sub>2</sub>O cycling. The research is an integrated study with experimental and modeling components. The experimental research is carried out in five tasks concerning: 1) system gas exchange; 2) plant phenology, allometry and carbon allocation; 3) litter and soil/rhizosphere ecology; 4) litter and soil chemical and physical properties; and 5) system materials budgets, pools and fluxes. The modeling research uses the Marine Biological Laboratory's General Ecosystem Model (MBL-GEM) to evaluate for system scale C and N cycling, and the process-based whole-tree growth model TREGRO, to study the potential impact of increased CO<sub>2</sub> and O<sub>3</sub> on photosynthesis, respiration, carbon accumulation and carbon allocation. In addition to providing new scientific information, this study will support national assessments on the consequences of global change on forests, as well as regulatory and policy efforts to minimize or mitigate the effects of both CO<sub>2</sub> and O<sub>3</sub>.

**Crest to sea nitrogen dynamics: Understanding ecological effects of changing watershed N/Nutrient retention in watersheds and predicting N/Nutrient loading from coastal watersheds to receiving ("CtoSEA"):** The "CtoSea" Project will develop a predictive capability for assessing the effects of altered N deposition, land use, fire history, and climate on coastal watersheds by examining the transfer of nutrients between forested, riparian, agricultural, stream, estuarine and coastal ocean ecosystems. These stressors can affect the retention mechanisms within ecosystem nutrient cycles, particularly in the case of N, and can ultimately result in altered nutrient input to coastal estuaries from upland sources. Increased nutrient loading to estuaries can lead to eutrophication, alteration of estuarine communities, and harmful algal blooms. The project goal is to provide an improved means for risk management decisions affecting coastal ecosystems, by demonstrating the applicability of dynamically-linked models of all the components of the watershed. The project will provide empirical data, loading response functions, and model simulated responses for individuals, communities and ecosystems for the components of the watershed. The research will concentrate on major scientific uncertainties concerning the N cycle including variance in and controls of



nitrogen-retention processes among ecosystems making up the terrestrial landscape mosaic (e.g. managed forests, riparian), transport of nitrogen within the landscape and from air to soil to water; controls and contributions of nitrogen fixation in forested watersheds; and the seasonal dynamics of nutrient input to estuaries. The project addresses fundamental mechanisms of N/nutrient retention in trees (coniferous and deciduous), and in forest, riparian, stream and estuarine ecosystems in response to changing N deposition and land management, thus providing a scientifically defensible method to conduct regional assessment of watershed N dynamics. The CtoSea Project is designed to involve the scientific expertise within all three branches of the WED. The project addresses Goal 2 (“Clean Water”) and Goal 8 of the ORD Strategic Plan (“Sound Science, Improved Understanding of Environmental Risk and Greater Innovation to address Environmental Problems”). The results will directly address NHEERL Research Areas 2-015, by providing scientific rationale for selection of methods for watershed diagnostics; 2-017, by producing stressor response functions for movement of N out of forested ecosystems and 8-062, by demonstrating the applicability of dynamically linked models simulating effects of human activities on watersheds. The modeling activity in this research project represents improved technology for estimating ecosystem response at stand to watershed to landscape & regional scale since it focuses on dynamically linking models of each system (e.g. forest to riparian to stream to estuarine), and the models (where possible) incorporate measures of variability and uncertainty in the estimates.

**Extramural projects associated with the Environmental Monitoring and Assessment Program.**

This project serves as the extramural arm of the Biocriteria/Bioassessment project, providing the data needed to conduct the research, allowing us to demonstrate the utility of the tools developed at the appropriate (regional to national) scales, and providing the technical information transfer needed to move the tools we develop from “research” to “implementation” mode.

Currently, this project entails 4 separate pieces all funded through extramural funds:

- the EMAP-Surface Waters Western Pilot - a sample survey of ecological condition of streams across Regions 8, 9 and 10, to be conducted FY99-04
- support for REMAP projects (design, indicator development and data management) - smaller scale sample surveys of aquatic resources organized and implemented by the Regions
- EMAP design and analysis - support for survey designs and analysis of sample survey data for Regions, States and other governmental organizations
- TIME/LTM - monitoring to assess the effectiveness of the Clean Air Act Amendments in reducing the effects of acidic deposition.

ATTACHMENT 2

REPORTS OF WORK

## MONTHLY PROGRESS REPORTS

## EPAAR 1552.211-72 (JUNE 1996) (DEVIATION)

(a) The Contractor shall furnish three (3) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipate activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimate d direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimate d direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs

required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies	Addressee
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(1)	Administrative Contracting Officer
(1)	Project Officer (+ 1 electronic copy)
(1)	Work Assignment Manager

**MONTHLY REPORT ON GAS CYLINDERS**

1. All contractor purchased compressed gas cylinders must be labeled with the name of the company and the date the cylinder arrived in the laboratory.

2. The contractor shall conduct an inventory of all cylinders by the 25<sup>th</sup> of each month. The inventory report shall include:

- a. Date of purchase
- b. Type of gas
- c. Gas purity
- d. Cylinder size
- e. Serial Numbers
- f. Location

3. The inventory report shall be delivered to the Project Officer no later than the fifth working day after completion of the inventory.

ATTACHMENT 3

AWARD FEE PLAN

**AWARD FEE PLAN****I. FEE ALLOCATION RATIONALE**

The fee pool is distributed among the evaluation periods in direct proportion to the level of effort expended during that period. Performance will be evaluated for each active work assignment during the evaluation period. Within each evaluation period the available fee pool is distributed among the active work assignments in direct proportion to the level of effort expended. The Fee Determination Official's (FDO) awarded fee determinations shall be in writing and are not subject to the Disputes Clause of the contract.

The Government may change the Award Fee Plan via a unilateral modification to the contract at least thirty (30) calendar days before the beginning of the applicable evaluation period.

**II. FEE EVALUATION PERIODS**

The Fee Evaluation Schedule is shown in Exhibit 1.

**III. PERFORMANCE EVALUATION CATEGORIES**

In order to evaluate the contractor's performance, evaluation categories and a set of evaluation criteria has been developed. The performance evaluation categories include Performance of Work Assignments, Program Management, and Resource Utilization. Performance will be evaluated for each active work assignment during the evaluation period. Award fee shall be earned and payable for performance in each evaluation category which is rated above a satisfactory level. No award fee will be paid for performance which is rated either satisfactory or unsatisfactory for any of the three evaluation categories (See Exhibit 2).

**IV. PERFORMANCE EVALUATION CRITERIA**

In evaluating the performance of the Contractor, the Performance Evaluation Board will apply criteria in the categories listed in this section. Exhibit 3 contains Rating Guidelines for Performance Evaluation Criteria.

The performance evaluation criteria (not necessarily all inclusive) and the criterion weights are as follows:



**Work Assignment Performance - Weight 55**

- Technical competence, thoroughness and innovation
- Project Planning
- Responsiveness to valid technical direction
- Quality and technical content of deliverables
- Adherence to Quality Assurance & Laboratory protocols
- Timeliness (Ability to meet schedules defined in WAs and WPs. Impact of missed deadlines will be considered)

**Program Management - Weight 25**

- Ability to organize effectively to meet the Laboratory's mission
- Work Plan management (prep, submission, approvals, timeliness of submissions, etc.)
- Health & Safety (adherence to Radiation, Chemical Hygiene, Hazardous Materials Handling Plans/protocols)
- Contract Management (cost efficiency, containment and control while providing effective service; adherence to terms and conditions; COI; CBI; timeliness, accuracy, attainment of subcontracting goals, and quality of routine reporting, etc.)
- Communication with CO/PO/WAMs
- Ability to respond quickly and effectively to changing conditions

**Resource Utilization - Weight 20**

- Appropriateness of skills applied
- Technically competent staff maintained
- Ability to assign/obtain resources to fill explicit temporary short or long-term gaps
  - Anticipate needs and take necessary action to mitigate unforeseen problems

**Contractor self-evaluations are not allowed**, unless a negative evaluation is anticipated. If a negative evaluation is anticipated, the Contractor may submit a self evaluation to ensure the PEB has all necessary information regarding performance. Neither hours or any other associated costs incurred during self-evaluation will be allowed as a direct charge to the contract.

**V. AWARD FEE SYSTEM**

A description of EPA's Cost Plus Award Fee Contract Administration ,  
Exhibit 5, summarizes the procedures used by EPA in the administration of  
Award Fee Plans. These procedures are based upon Section 1516.404-2 of the  
EPA Acquisition Regulations (EPAAR) and Chapter 15 of the EPA Contract s  
Management Manual.

**EXHIBITS**

- Exhibit 1--Fee Evaluation Schedule
- Exhibit 2--Rating Scale
- Exhibit 3--Rating Guideline
- Exhibit 4--Computation of Award Fee
- Exhibit 5--CPAF Contract Administration

## EXHIBIT 1

## FEE EVALUATION SCHEDULE

## FOR

## AWARD FEE PLAN

Optimum			
	<u>No. of Days</u>	<u>Period 1</u>	<u>Period 2</u>
End of Evaluation Period	0	01/01/01	07/01/01
PEB Evaluation Meeting	30	thru	thru
PEB Evaluation Report	15	06/30/01	12/31/01
FDO Determination	15		
Award Fee Modification	30		
		<u>Period 3</u>	<u>Period 4</u>
End of Evaluation Period	0	01/01/02	07/01/02
PEB Evaluation Meeting	30	thru	thru
PEB Evaluation Report	15	06/30/02	12/31/02
FDO Determination	15		
Award Fee Modification	30		
		<u>Period 5</u>	<u>Period 6</u>
End of Evaluation Period	0	01/01/03	07/01/03
PEB Evaluation Meeting	30	thru	thru
PEB Evaluation Report	15	06/30/03	12/31/03
FDO Determination	15		
Award Fee Modification	30		
		<u>Period 7</u>	<u>Period 8</u>
End of Evaluation Period	0	01/01/04	07/01/04
PEB Evaluation Meeting	30	thru	thru
PEB Evaluation Report	15	06/30/04	12/31/04
FDO Determination	15		
Award Fee Modification	30		
		<u>Period 9</u>	<u>Period 10</u>
End of Evaluation Period	0	01/01/05	07/01/05

PEB Evaluation Meeting	30	thru	thru
PEB Evaluation Report	15	06/30/05	12/31/05
FDO Determination	15		
Award Fee Modification	30		

**EXHIBIT 2****RATING SCALE**

<u>Numerical Rating</u>	<u>Adjectival Rating</u>	<u>Award Fee Earned</u> <u>As % of Award Fee</u> <u>Available*</u>
86-100	Excellent	86-100%
71-85	Above Average	71-85%
61-70	Satisfactory	0
0-60	Poor/Unsatisfactory	0

\*The numerical score given will be applied to the available award fee pool (e.g., a numerical rating of 89 will yield an award fee equal to 89% of the award fee available for the evaluation period.)

Note: The Contractor will receive no award fee for the portion of the available pool designated for the performance evaluation criteria on which performance is satisfactory or unsatisfactory. Award fee will only be paid for evaluation criteria performance which is rated above a satisfactory level, i.e., a numerical score of 71 or better. For each evaluation category that is rated 70 or below, the resulting award fee shall be **ZERO**. For example, for a given performance period, the contractor is rated excellent on two evaluation categories and satisfactory on the remaining category. The contractor would receive award fee for the two evaluation categories rated excellent and no award fee for the evaluation category rated satisfactory.

1.	<u>CRITERION</u>	<u>ADJECTIVAL</u>	<u>DESCRIPTION</u>	<u>RATING</u>
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Technical analysis is thorough with no or very minimal rework required. Technically justified recommendations are always submitted. Contractor uses the best possible solutions with innovative approaches which can be applied to similar environmental problems. Work Plans and Work Plan amendments are in sufficient technical detail and where warranted outline state-of-the-art approaches to demanding technical issues. Contractor is responsive to all direction given in the SOW and/or WA, as well as any changes and priority adjustments specified by EPA. Technical tasks are completed significantly ahead of schedule. Contractor effectively and efficiently adheres to predetermined/approved schedules despite impediments.

Effective performance of work. The contractor identifies problems and ensures appropriate involvement of EPA. Technical analysis is thorough with only minor rework required. Technically justified recommendations are always presented for routine types of work and frequently for more demanding or complex projects. Original schedule is met in spite of impediments. Work Plans and Work Plan amendments always reflect the SOW and by discussions. Performance of routine technical tasks

and functions is of the highest quality. More complex and demanding tasks routinely reflect a high level of understanding and innovative thinking in addressing issues.

Satisfactory (61-70)

Actual performance of work is at an acceptable level and performed according to schedule, with no significant delays. If delays do occur, they are justified. Minor rewrites are occasionally required to address technical inconsistencies or omissions. Technical analysis is Generally thorough. Work Plans and Work Plan amendments are usually accepted after only one revision.

Poor/Unsatisfactory (0-60)

Performance is substandard to the point that the Government has to intervene to resolve problems. Inadequate cost or time estimates are made in development of work plans. Major elements in the technical analysis are missing or technical analyses require significant reworking. Recommendations are not accepted due to major deficiencies in the technical analysis.

2.	<u>CRITERION</u>	<u>ADJECTIVAL</u>	<u>DESCRIPTION</u>
		<u>RATING</u>	

Program Management	Excellent (86-100)
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Contractor implements significant cost savings measures. Appropriate EPA personnel (CO/PO/WAM) are consistently informed of contract trends involving changes in cost, schedule of deliverables, etc. Contractor always conforms to Agency, Laboratory, and Contractor developed protocols regarding

health and safety. Problems are identified and resolved early with continued excellent communication and coordination with appropriate EPA personnel. The contractor continually and consistently demonstrates thoroughness of understanding of the contract requirements & adherence to its terms and conditions. The contractor is extremely attentive and sensitive to contract management issues and works as a partner with EPA management in ensuring that the contract runs smoothly and efficiently. Routine reports and deliverables are always accurate and timely. The contractor exhibits an ability to organize resources to engage and accomplish the most difficult tasks while ensuring that routine tasks/efforts do not suffer. They consistently respond quickly and effectively to changing conditions in the Laboratory and its mission.

Above Average (71-85)

Contractor implements minor cost saving measures. EPA is routinely informed of contract trends involving changes to the schedule of deliverables, budget, etc. Contractor identifies and resolves issues before they become problematic, however, on those occasions when reaction is necessary, the contractor responds in a timely and appropriate manner. Interaction and communication with the CO/PO/WAM is good. The contractor demonstrates an above average understanding of contract management issues and is thoroughly familiar with the terms and conditions of the contract. Routine deliverables are generally submitted ahead of schedule with little or no supervision or additional information required. The contractor routinely conforms to Agency, Laboratory, and contractor developed protocols regarding health and safety. The contractor routinely responds quickly and effectively to changing conditions in a manner satisfactory to EPA with minimum effort and expense .



**Satisfactory (61-70)**

Contractor is responsive in meeting established budget and schedules, and interacts regularly and appropriately with necessary EPA personnel. Routine reports contain contents as specified; only minor re-writes are requested for additional information, and reports are generally delivered on time. In cases where slippage occurs, adequate justification is provided and prior government approval is obtained. Efforts are taken to ensure that costs are minimized.

**Poor/Unsatisfactory (0-60)**

Contractor fails to meet minimum acceptable standards which adversely affect overall performance. Schedule slips result in delays which negatively impact the project. Services are completed at a significantly increased cost to the Government. Contractor does not respond to technical direction or priority adjustments. Coordination and communication with the Government are infrequent or ineffective. Contractor routinely ignores contract clauses, (e.g. fails to identify conflicts of interest, fails to pursue SB/SDB subcontracting plan goals, etc.).

3.     CRITERION   ADJECTIVAL                     DESCRIPTION  
                                   RATING  
       Resource  
       Utilization    Excellent (86-100)

Contractor consistently uses resources and time efficiently and in a manner which minimizes cost and time expenditures while utilizing the most

appropriate professional mix to ensure that the overall work quality remains exceptional. Contractor responds quickly and effectively to changing conditions. The contractor researches and applies the most effective solution in assigning/obtaining necessary resources to fill explicit emergency, temporary, or long-term gaps within currently available resources.

Above Average (71-85)

Contractor utilizes resources and time in a manner which minimizes cost and time expenditures, while utilizing the appropriate professional mix to ensure that the overall work quality exceeds the planned or approved efforts. Contractor responds effectively to changing conditions and develops workable options with pros and cons in filling emergency, temporary, or long-term gaps in available resources.

Satisfactory (61-70)

Contractor utilizes resources and time in a way which results in an acceptable professional mix to meet project and contract requirements.

Poor/Unsatisfactory (0-60)

Contractor does not meet minimum acceptable standards which adversely affects overall performance. Poor resource utilization results in overruns or delays.

**EXHIBIT 4**  
**COMPUTATION OF AWARD FEE**

a.) The determination of award fee available in any evaluation period is determined by applying the ratio of total award fee pool for the contract to the total direct technical labor hours (LOE) to be furnished under the contract, multiplied by the direct technical labor hours actually delivered for the period. Stated as a formula, the award fee available is computed as follows:

$$\frac{\text{Total Award Fee Pool (Remaining)}}{\text{Total LOE Hours (Remaining)}} \times \frac{\text{LOE Hours Delivered During Period}}{\text{LOE Hours Available for Period}} = \text{Award Fee Pool Available for Period}$$

Example:

1. Evaluation Period I:

Total LOE Hours for Base Period: 120,000 hours  
 Total Award Fee Pool for Base Period: \$240,000  
 LOE Hours Delivered During Period: 20,000 hours

$$\frac{\$240,000}{120,000} \times 20,000 = \$40,000 \text{ (Award Fee Pool Available for Evaluation Period I)}$$

2. Evaluation Period II:

Total LOE Hours Remaining in Base Period:  $120,000 - 20,000 = 100,000$  hours  
 Remaining Award Fee Pool :  $\$240,000 - \$40,000^* = \$200,000$   
 LOE Hours Delivered During Period II: 20,000 hours  
 \$200,000

\_\_\_\_\_ X 20,000 = \$40,000 (Award Fee Pool Available for Evaluation Period II)  
100,000

\*Unearned Fee remaining after determination of contractor's performance during that period cannot be carried forward into a subsequent evaluation period. Therefore, in the example the total available award fee (whether awarded or not) for the previous period is used to calculate the remaining Available Award Fee Pool.

### 3. Evaluation Period V:

Total LOE Hours Remaining in Option Period I: 25,000 hours

+ Optional quantity hours added

to Base Period (Exercise of Option): 30,000 hours

NEW TOTAL LOE HOURS: 55,000 hours

Award Fee remaining after Period IV: \$50,000

+ Total Award Fee Available for

exercise of option hours: 75,000

Total Award Fee Available: \$125,000

LOE Hours delivered during Period V: 35,000 hours

\$125,000

\_\_\_\_\_ X 35,000 = \$79,450 Award Fee Available for Performance  
55,000 Period V

### 4. Evaluation Period VI:

LOE Hours Remaining in applicable Period of Performance: 20,000 hours

- Partial Termination for Convenience: -10,000 hours  
10,000 hours

Award Fee Remaining After Period V: \$45,550

- Available Award Fee for Terminated

LOE: 22,775

Remaining Award Fee Pool: \$22,775

Hours Delivered During Period VI: 9,000 hours

22,775

\_\_\_\_\_ X 9,000 = \$20,498 Available Award Fee for Performance Period VI

10,000

**b.)** The determination of the weight assigned to each work assignment will be accomplished by utilizing the following formula:

LOE hours provided under work assign-	Weight for
<u>ment for evaluation period</u>	each work
x 100%	=
Total delivered LOE hours	assignment
for evaluation period	

**c.)** The determination of Payable Award Fee is accomplished by utilizing the following formula:

Award Fee Pool Available	x	Percentage of	=	Payable
for Evaluation Period		Award Fee Determined		Award Fee

**EXHIBIT 5****COST PLUS AWARD FEE (CPAF) CONTRACT ADMINISTRATION****1. PURPOSE**

This procedure establishes a standard for administering CPAF contracts and evaluating Contractor performance in a reasonably uniform manner. The award fee process does not take the place of frequent, honest communication between the Government and the contractor on performance issues. Deficiencies should be discussed with the Contractor when they occur, in order to give the Contractor an opportunity to take appropriate corrective action in a timely manner.

**2. DEFINITIONS AND RESPONSIBILITIES**

**a. Fee Determination Official (FDO).** The member of EPA's senior management appointed to review the recommendation of the PEB in order to make the final determination of the award fee.

**b. Performance Evaluation Board (PEB).** A board of Government officials designated by the FDO to evaluate performance and to recommend an appropriate award fee to the FDO. In addition to individuals from the program office, the PEB will have at least one voting member from the contracting activity. The chairman of this board is responsible for insuring that responsibilities of the board are accomplished.

**c. Evaluation Coordinator.** A Government official appointed to receive, code, validate, and assess Performance Monitor reports; and to present such Contractor performance information and data to the PEB. This individual will assure that monitors' statements are adequately supported by facts before presentation to the Performance Evaluation Board.

**d. PEB Executive Secretary.** A Government official who prepares the official PEB report and prepares the official PEB and FDO correspondence.

**e. Performance Monitor(s).** A Government employee designated to observe, assess, and report the performance of the Contractor on a close, continuous day-to-day basis. Performance monitors are of two categories: technical and business. The performance monitors from the technical community are those individuals able to report on the Contractor's performance of the technical requirements of the contract such as Work Assignment Managers and the Project Officer. The performance monitor reporting on the business aspects of the Contractor's performance are the Contracting Officer/Contract Specialist and Cost Analyst most familiar with the fulfillment of specific contractual and financial aspects of the contract.

**f. Base Fee** The base fee compensates the contractor for risk. Based upon final negotiation of the contract, the base fee amount does not vary with performance. The base fee is a fixed amount that shall be paid to the contractor on a provisional basis as costs are incurred. The base fee for this contract is \_\_\_\_%.

**g. Award Fee** The award fee is an award amount in addition to the base fee that may be earned by the Contractor, in whole or in part, based upon an evaluation by EPA of the Contractor's performance. The award fee seeks to provide motivation toward excellence in Contractor performance. The amount of award fee available during a given evaluation period is a function of the LOE hours delivered during that period. For this contract, the maximum award fee is \_\_\_\_%. Contractor performance will be evaluated in accordance with Exhibit 1.

Award fee is earned for each evaluation period. Any unearned award fee remaining after the evaluation of the contractor's performance during that period cannot be carried over into a subsequent evaluation period.

**h. Award Fee Plan.** A plan which identifies various categories of performance and clearly describes the criteria used by the PEB to evaluate Contractor performance. The plan also allocates the fee pool among performance categories.

**i. Award Fee Pool.** The maximum award fee amount available beyond the base fee amount which may be earned by the contractor for better than satisfactory performance.

**j. Award Fee Earned.** The amount of the award fee pool that the contractor earns during a specific evaluation period as determined by the Government.

**k. Period of Evaluation.** The interval during contract performance which is evaluated by the Performance Evaluation Board (PEB) to determine the contractor's earned fee (See Exhibit 1).

### **3. APPOINTMENT OF PERSONNEL**

**a. Fee Determination Official (FDO).** The FDO is the Chief of the Contracting Office or the Division Director who makes the final determination of the amount of award fee to be awarded to the Contractor.

**b. Chairman, Performance Evaluation Board, and Board Members.** The Chairperson of the Performance Evaluation Board is designated by the FDO and shall be a senior program official of the program initiating the procurement.

c. **Evaluation Coordinator.** Designated by the PEB Chairperson and usually serves as the Project Officer for the contract.

d. **Executive Secretary.** This is an optional position, appointed by the PEB Chairperson.

e. **Performance Monitors.** The PEB chairman will assure that adequate performance monitoring capability is available. Technical and business monitors' capability will be established for all CPAF contracts.

#### 4. **OPERATION OF THE EVALUATION SYSTEM**

##### a. **Performance Reporting**

Contractor performance is reported by performance monitors on the Performance Evaluation Worksheet (See Attachment B) and submitted directly to the cognizant Evaluation Coordinator in accordance with a schedule established by him. Each worksheet will be supported by sufficient information to provide the reader with a clear understanding of the significance of the observation and its impact. Performance Monitors will observe the Rating Scale (See Exhibit 2) and Rating Guidelines (See Exhibit 3) in reporting and judging contract performance. The monitors will report each observation on a separate sheet, i.e., two or more observations will not appear on the same Performance Evaluation Worksheet.

##### b. **PEB Evaluation and Report**

The Evaluation Coordinator presents the data on contract performance to the PEB for review and evaluation. This data will be organized in such a manner as to enable it to be used (1) as the PEB's agenda, and (2) as the complete documentation package which will support the PEB's fee recommendation. It will be organized into separate sections for each performance evaluation category. Each section will consist of the following material:

(1) Summary of Significant Performance Events (EPA Form 1900-41A) or alternate form (Attachment A)

(2) Performance Evaluation Worksheets

The PEB will review the data against each performance evaluation criterion and determine the recommended award fee for each, as well as the total recommended award fee earned by the contractor for the period.

##### c. **PEB Fee Determination**

Following the PEB meeting at which the award fee recommendation is



reached, the Executive Secretary will prepare a Performance Evaluation Report which will be the official record of the PEB meeting and forward this to the Contracting Officer. The Contracting Officer will prepare a letter for signature of the FDO informing the Contractor's general management of the amount and basis of the fee awarded. The Contracting Officer shall forward the Performance Evaluation Report and the fee determination letter to the FDO for signature. The FDO will review the performance evaluation and the fee recommendation made by the PEB and make a final determination of fee.

#### **ATTACHMENTS**

- A. EPA Form 1900-41A, CPAF Contract Summary of Significant Performance Observation**
- B. Performance Evaluation Worksheet**
- C. Example of Performance Evaluation Worksheet Calculation**

#### **Performance Evaluation Worksheet - Attachment B**

Evaluation Period: \_\_\_\_\_ Contractor: \_\_\_\_\_

Work Assignment Number \_\_\_\_\_ Contract No. \_\_\_\_\_

Performance Monitor: \_\_\_\_\_ Date \_\_\_\_\_

#### **Evaluation Criterion**

#### **Rating (0 - 100) X Weight**

Work Assignment Performance ( ) X 0.55 = \_\_\_\_\_

Adjective Rating: \_\_\_\_\_

Program Management ( ) X 0.25 = \_\_\_\_\_

Adjective Rating: \_\_\_\_\_

Resource Utilization ( ) X 0.20 = \_\_\_\_\_

Adjective Rating: \_\_\_\_\_

OVERALL WEIGHTED RATING (sum of three criteria) \_\_\_\_\_

Narrative Comments: (Continuation sheets or separate memo may be attached.) Each numerical rating assigned to a performance criterion must be fully supported by a narrative report in the evaluator's own words and in accordance with the Adjectival/Numeric ratings provided in Exhibit 2 of the Award Fee Plan. A rating of 70 or below for any evaluation criterion listed above results in a score of **ZERO** for that particular criterion. The guidance document to utilize in evaluating performance for each criterion is provided in Exhibit 3 of the Award Fee Plan.

### Performance Evaluation Worksheet - Attachment C

Evaluation Period: III Contractor: \_\_\_\_\_

Work Assignment Number 0-1 Contract No. \_\_\_\_\_

Performance Monitor: Sam Wam Date 00/00/00

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<u>Evaluation Criterion</u>	<u>Rating (0 - 100) X Weight</u>
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Work Assignment Performance	(100 ) X 0.55 = <u>55</u>
-----------------------------	---------------------------

Adjective Rating: Excellent

Program Management	( 70 ) X 0.25 = <u>0</u>
--------------------	--------------------------

Adjective Rating: Satisfactory

Resource Utilization	( 75 ) X 0.20 = <u>15</u>
----------------------	---------------------------

Adjective Rating: Above Average

OVERALL WEIGHTED RATING (sum of three criteria)	<u>70</u>
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Narrative Comments: (Continuation sheets or separate memo may be attached.) Each numerical rating assigned to a performance criterion must be fully supported by a narrative report in the evaluator's own words and in accordance with the Adjectival/Numeric ratings provided in Exhibit 2 of the Award Fee Plan. A rating of 70 or

below for any evaluation criterion listed above results in a score of **ZERO** for that particular criterion. The guidance document to utilize in evaluating performance for each criterion is provided in Exhibit 3 of the Award Fee Plan.

Narrative Comments

ATTACHMENT 4

WAGE DETERMINATION/COLLECTIVE BARGAINING AGREEMENT

94-2439 OR,EUGENE

06/15/00

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH H  
DOL\*\*\*

WASHINGTON D.C. 20210

William W.Gross Division of | Wage Determination No.: 1994-2439  
Director | Revision No.: 13  
06/14/2000 Wage Determinations | Date Of Last Revision :

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State: Oregon

Area: Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas,  
Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION TITLE	MINIMUM WAGE RATE
Mortician	16.57
School Crossing Guard (Crosswalk Attendant)	7.00
Administrative Support and Clerical Occupations	
Accounting Clerk I	7.82
Accounting Clerk II	8.54
Accounting Clerk III	10.45
Accounting Clerk IV	11.69
Court Reporter	11.02
Dispatcher, Motor Vehicle	9.83
Document Preparation Clerk	9.04
Duplicating Machine Operator	9.04
Film/Tape Librarian	8.94
General Clerk I	6.38
General Clerk II	7.17
General Clerk III	9.04
General Clerk IV	10.14
Housing Referral Assistant	12.06
Key Entry Operator I	7.48

Key Entry Operator II	8.23
Messenger (Courier)	6.38
Order Clerk I	8.09
Order Clerk II	11.28
Personnel Assistant (Employment) I	7.96
Personnel Assistant (Employment) II	11.02
Personnel Assistant (Employment) III	12.06
Personnel Assistant (Employment) IV	12.06
Production Control Clerk	8.94
Rental Clerk	8.94
Scheduler, Maintenance	8.94
Secretary I	11.02
Secretary II	12.06
Secretary III	13.39
Secretary IV	14.83
Secretary V	8.94
Service Order Dispatcher	8.94
Stenographer I	10.03
Stenographer II	10.03
Supply Technician	12.84
Survey Worker (Interviewer)	11.02
Switchboard Operator-Receptionist	8.25
Test Examiner	11.02
Test Proctor	11.02
Travel Clerk I	9.59
Travel Clerk II	10.40
Travel Clerk III	11.18
Word Processor I	7.96
Word Processor II	8.94
Word Processor III	11.02
Automatic Data Processing Occupations	
Computer Data Librarian	9.98
Computer Operator I	9.98
Computer Operator II	11.17
Computer Operator III	12.45
Computer Operator IV	13.84
Computer Operator V	15.32
Computer Programmer I (1)	11.32
Computer Programmer II (1)	14.03
Computer Programmer III (1)	17.16
Computer Programmer IV (1)	20.76
Computer Systems Analyst I (1)	17.48
Computer Systems Analyst II (1)	21.17
Computer Systems Analyst III (1)	25.36
Peripheral Equipment Operator	9.98

## Automotive Service Occupations

Automotive Body Repairer, Fiberglass	14.40
Automotive Glass Installer	13.11
Automotive Worker	13.11
Electrician, Automotive	13.76
Mobile Equipment Service	11.83
Motor Equipment Metal Mechanic	14.40
Motor Equipment Metal Worker	13.11
Motor Vehicle Mechanic	14.40
Motor Vehicle Mechanic Helper	11.14
Motor Vehicle Upholstery Worker	12.48
Motor Vehicle Wrecker	13.11
Painter, Automotive	13.76
Radiator Repair Specialist	13.11
Tire Repairer	11.43
Transmission Repair Specialist	14.40

## Food Preparation and Service Occupations

Baker	10.11
Cook I	9.12
Cook II	10.11
Dishwasher	7.00
Food Service Worker	7.00
Meat Cutter	10.11
Waiter/Waitress	7.52

## Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter	13.76
Furniture Handler	10.59
Furniture Refinisher	13.76
Furniture Refinisher Helper	11.14
Furniture Repairer, Minor	12.48
Upholsterer	13.76

## General Services and Support Occupations

Cleaner, Vehicles	7.00
Elevator Operator	7.00
Gardener	9.12
House Keeping Aid I	6.60
House Keeping Aid II	7.00
Janitor	7.00
Laborer, Grounds Maintenance	8.81
Maid or Houseman	6.47
Pest Controller	10.09
Refuse Collector	8.81
Tractor Operator	10.59
Window Cleaner	7.52

## Health Occupations

Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	8.71
Licensed Practical Nurse II	9.77
Licensed Practical Nurse III	10.93
Medical Assistant	9.77
Medical Laboratory Technician	9.77
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	9.77
Registered Nurse I	13.54
Registered Nurse II	16.57
Registered Nurse II, Specialist	16.57
Registered Nurse III	20.05
Registered Nurse III, Anesthetist	20.05
Registered Nurse IV	24.02
Information and Arts Occupations	
Audiovisual Librarian	13.39
Exhibits Specialist I	13.79
Exhibits Specialist II	16.06
Exhibits Specialist III	18.47
Illustrator I	13.79
Illustrator II	16.06
Illustrator III	18.47
Librarian	14.83
Library Technician	11.02
Photographer I	12.07
Photographer II	13.79
Photographer III	16.06
Photographer IV	18.47
Photographer V	22.36
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.11
Counter Attendant	7.11
Dry Cleaner	9.28
Finisher, Flatwork, Machine	7.11
Presser, Hand	7.11
Presser, Machine, Drycleaning	7.11
Presser, Machine, Shirts	7.11
Presser, Machine, Wearing Apparel, Laundry	7.11



Sewing Machine Operator	10.04
Tailor	10.80
Washer, Machine	7.75
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	13.76
Tool and Die Maker	16.31
Material Handling and Packing Occupations	
Forklift Operator	11.82
Fuel Distribution System Operator	11.83
Material Coordinator	12.00
Material Expediter	12.00
Material Handling Laborer	11.03
Order Filler	10.49
Production Line Worker (Food Processing)	10.06
Shipping Packer	10.95
Shipping/Receiving Clerk	10.95
Stock Clerk (Shelf Stocker; Store Worker II)	12.45
Store Worker I	10.00
Tools and Parts Attendant	10.72
Warehouse Specialist	10.06
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	14.40
Aircraft Mechanic Helper	11.34
Aircraft Quality Control Inspector	15.04
Aircraft Servicer	12.48
Aircraft Worker	13.11
Appliance Mechanic	13.76
Bicycle Repairer	11.43
Cable Splicer	14.40
Carpenter, Maintenance	13.73
Carpet Layer	13.11
Electrician, Maintenance	14.80
Electronics Technician, Maintenance I	15.98
Electronics Technician, Maintenance II	17.52
Electronics Technician, Maintenance III	18.33
Fabric Worker	12.48
Fire Alarm System Mechanic	14.40
Fire Extinguisher Repairer	11.83
Fuel Distribution System Mechanic	14.40
General Maintenance Worker	13.11
Heating, Refrigeration and Air Conditioning Mechanic	14.40
Heavy Equipment Mechanic	14.40
Heavy Equipment Operator	13.82
Instrument Mechanic	14.40
Laborer	7.00

Locksmith	13.73
Machinery Maintenance Mechanic	14.40
Machinist, Maintenance	14.42
Maintenance Trades Helper	11.14
Millwright	14.40
Office Appliance Repairer	13.73
Painter, Aircraft	13.73
Painter, Maintenance	13.73
Pipefitter, Maintenance	14.40
Plumber, Maintenance	13.73
Pneudraulic Systems Mechanic	14.40
Rigger	14.40
Scale Mechanic	13.11
Sheet-Metal Worker, Maintenance	14.40
Small Engine Mechanic	13.11
Telecommunication Mechanic I	14.40
Telecommunication Mechanic II	15.04
Telephone Lineman	14.40
Welder, Combination, Maintenance	14.40
Well Driller	14.40
Woodcraft Worker	14.40
Woodworker	12.33
Miscellaneous Occupations	
Animal Caretaker	7.73
Carnival Equipment Operator	8.59
Carnival Equipment Repairer	9.12
Carnival Worker	7.00
Desk Clerk	9.29
Embalmer	16.57
Lifeguard	8.28
Park Attendant (Aide)	10.39
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.28
Recreation Specialist	12.88
Recycling Worker	8.59
Sales Clerk	8.28
Sport Official	8.28
Survey Party Chief (Chief of Party)	15.79
Surveying Aide	8.63
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.74
Swimming Pool Operator	10.11
Vending Machine Attendant	8.59
Vending Machine Repairer	10.11
Vending Machine Repairer Helper	8.59
Personal Needs Occupations	
Child Care Attendant	9.29

Child Care Center Clerk	11.58
Chore Aid	6.47
Homemaker	12.84
Plant and System Operation Occupations	
Boiler Tender	14.40
Sewage Plant Operator	13.73
Stationary Engineer	14.40
Ventilation Equipment Tender	11.14
Water Treatment Plant Operator	13.73
Protective Service Occupations	
Alarm Monitor	11.07
Corrections Officer	18.00
Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard I	7.38
Guard II	11.07
Police Officer I	21.39
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	11.85
Hatch Tender	11.85
Line Handler	11.85
Stevedore I	11.28
Stevedore II	12.43
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	11.60
Archeological Technician II	12.98
Archeological Technician III	16.06
Cartographic Technician	16.06
Cashier	7.59
Civil Engineering Technician	16.06
Computer Based Training (CBT) Specialist/ Instructor	17.48
Drafter I	9.42
Drafter II	11.74
Drafter III	13.79
Drafter IV	16.06
Engineering Technician I	9.42
Engineering Technician II	11.74
Engineering Technician III	13.79
Engineering Technician IV	16.06
Engineering Technician V	19.64
Engineering Technician VI	23.77

Environmental Technician	13.84
Flight Simulator/Instructor (Pilot)	21.17
Graphic Artist	17.48
Instructor	16.51
Laboratory Technician	12.48
Mathematical Technician	15.29
Paralegal/Legal Assistant I	11.02
Paralegal/Legal Assistant II	13.39
Paralegal/Legal Assistant III	16.34
Paralegal/Legal Assistant IV	19.82
Photooptics Technician	15.29
Technical Writer	16.51
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	12.45
Weather Observer, Senior (3)	14.04
Weather Observer, Upper Air (3)	12.45
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	10.57
Parking and Lot Attendant	5.64
Shuttle Bus Driver	7.78
Taxi Driver	7.93
Truckdriver, Heavy Truck	11.06
Truckdriver, Light Truck	7.33
Truckdriver, Medium Truck	10.52
Truckdriver, Tractor-Trailer	11.06

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas

Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)  
(See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS  
(as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with

other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for

each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

The Collective Bargaining Agreement (CBA) is posted on the website at  
[http://www.epa.gov/oam/rtp\\_cmd](http://www.epa.gov/oam/rtp_cmd), titled Collective Bargaining Agreement.



ATTACHMENT 5

GOVERNMENT FURNISHED PROPERTY

The Government Furnished Property (GFP) is posted on the website at  
[http://www.epa.gov/oam/rtp\\_cmd](http://www.epa.gov/oam/rtp_cmd), titled Government Furnished Property.

ATTACHMENT 6

PAST PERFORMANCE QUESTIONNAIRE

## PAST PERFORMANCE QUESTIONNAIRE

PR-NC-00-10503

## SOURCE SELECTION SENSITIVE INFORMATION

(TO BE COMPLETED BY OFFEROR PRIOR TO MAILING TO REFERENCE)

Name of Offeror: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

The remainder of this form is to be completed by the reference and returned to EPA as instructed in the Client Authorization Letter.

Performance Elements	Not Applicable	Outstanding	Satisfactory	Unsatis- factory
1. Quality of Product or Service				
2. Timeliness of Performance				
3. Overall Effectiveness of Management(including subcontractors)				
4. Compliance with Cost Estimates				
5. Customer Satisfaction				

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with this firm again?

14. Information provided by:

Agency/Firm

Name

Title

Mailing Address (Street and P.O. Box)

City, State and Zip Code

Telephone and Fax Numbers

ATTACHMENT 7

CLIENT AUTHORIZATION LETTER

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency's RFP No. PR-NC-00-10503 for the procurement of ON-SITE TECHNICAL SUPPORT IN CORVALLIS AND NEWPORT, OR. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor.

EPA has asked the offeror to send Past Performance Questionnaires to customers to complete and send to the Contracting Officer. Please complete the attached Past Performance Questionnaire and mail to U.S. EPA, Attn: Sya M. Mayes (MD-33), RTP, NC 27711, by August 7, 2000.

If you are contacted by EPA for information on work we have performed under contract for your company or for clarification of your responses to the questionnaire, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to \_\_\_\_\_.

Sincerely,



ATTACHMENT 8

INVOICE PREPARATION INSTRUCTIONS

**INVOICE PREPARATION INSTRUCTIONS****SF 1034**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of

incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS****SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

**SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Contractor Acquired Equipment (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the

adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

## **SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the

adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

### COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.

- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.



ATTACHMENT 9

WED-CORVALLIS POLICY #1440.4

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## WED-CORVALLIS POLICY

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### WED POLICY #1440.4

SUBJECT: OFF-SITE FIELD SAFETY

Original signed by  
Harold V. Kibby

FROM: Harold V. Kibby, Acting  
Division Director

EFFECTIVE DATE: April 19, 2000

REASON FOR REVISION: To update Appendix A to the policy

Supersedes ERL-C Policy #93-01

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#### Purpose

To establish safety policies, responsibilities, and procedures for the conduct of an off-site field research at the Western Ecology Division-Corvallis (WED-C).

#### Background

EPA Order 1440.2 requires that all employees be trained to a level commensurate with the degree of anticipated hazard before engaging in any field activities and that they receive annual retraining. This same Order defines field activities as any program activity conducted outside of EPA administered facilities. Field activities include environmental and pesticide monitoring, collection of environmental samples, inspection of water and wastewater treatment facilities, response to hazardous material spills, and inspection and sampling at hazardous waste site (meetings and coop, IAG, or contract site visits are excluded). WED-C interprets this

Order to apply to all on-site staff.

Policy

To maintain an off-site field safety program that ensures safe and healthful working conditions for all employees including non-federal personnel who are engaged in off-site field activities.

**Responsibilities:**

**1. Laboratory Designated Health and Safety Official:**

The Laboratory Designated Health and Safety Official (Laboratory Director) has overall responsibility for the Laboratory's Field Safety Program.

**2. Occupational Health and Safety Manager:**

The Occupational Health and Safety Manager shall:

- a. develop and coordinate the field safety program;
- b. identify training requirements for each field project. At a minimum, all on-site staff engaged in field activities will maintain current first aid and CPR certificates;
- c. review and approve field safety plans;
- d. maintain all field safety program files and records.

**3. Principal Manager:**

For the purposes of this policy document, the Principal Investigator is any on-site employee who is in charge of any off-site field activity. The Principal Investigator has the primary responsibility for providing reasonable assurance that work on his/her field project is done in a manner that does not expose anyone on the project to an unsafe or unhealthy condition. To accomplish this, the Principal Investigator shall:

- A. develop and submit a field safety plan using the outline in Appendix A to the Health & Safety Manager prior to initiation of the project. If the

Principal Investigator is a contractor then the plan must be submitted through contractor health & safety office to the WED-C Health & Safety Manager;

- b. establish controls to assure that the approved procedures identified in the field safety plan are being followed by the project staff;

- c. prepare reports pertaining to any accident which occurs during the field activity and promptly submit them to the Occupational Health and Safety Manager.

4. Field Worker:

Each field worker is responsible for:

- a. Complying with oral and written field safety rules and procedures defined by the Principal Investigator and required for the assigned task;
- b. Reporting to the Principal Investigator all facts pertaining to every accident which occurs in connection with the field project and any action or condition which may exist that could result in such an accident.

## APPENDIX A

### A CHECK LIST FOR HEALTH, SAFETY AND ENVIRONMENTAL COMPLIANCE PLANS FOR FIELD RESEARCH ACTIVITIES

The Agency (EPA) defines field activities as those program activities conducted outside of EPA administered facilities. The types of Division field activities include all environmental sampling, monitoring and/or data collection. Types of activities which may not be included are site visits for cooperative agreements, grants or contracts managed by individuals who are not considered part of the WED staff.

WED policy 1440.4 requires that the Principal Investigator for each proposed field project develop a field safety plan. The policy places the primary responsibility for the development of the plan with the Principal investigator. WED Health, Safety and Environmental Compliance staff have a dual role in the plan process: 1) Providing assistance and guidance in the development of the plan and 2) Review and approval of the completed plan. The plan should be updated as changes occur but at least annually. The following information is meant to aid in the development of these plans but we urge investigators to always contact Facility/Safety and Environmental Compliance staff for assistance before starting to develop a plan.

The plan should address the following topics, indicate those which are not applicable by “NA”:

#### HEALTH & SAFETY INFORMATION

##### 1) Location of Work

11. Describe the location of the proposed field activities including relationship to the nearest city or town.
12. Describe the nearest emergency services to field site. Include maps, estimates of distance and travel time from the field site and methods of communication available.
13. Describe all forms of transportation necessary to accomplish the proposed field activity.
14. Describe methods of communication(phones, radios)and provide phone numbers as appropriate.

##### 2) Hazardous Activities

- a) Describe all hazardous activities and proposed precautionary measures ( e.g. operation of power equipment, tree climbing, boating, firearms, etc.).

##### 3) Personnel

List all personnel associated with the field activities, their role in the project, prior training/experience in similar activities. Provide copies of any pertinent certifications (e.g. Coast Guard boating certificates, first aid/CPR, etc.). At a minimum all personnel involved in field activities must possess a current certification in first aid and CPR, other training may be required on a case by case basis. The minimum field crew size is two, night activities or those deemed to pose a greater risk may require a minimum crew size of more than two.

4) **Hazardous Materials**

**List all hazardous materials used in field activity, including handling and storage information, personal protective equipment, monitoring or detection methods, emergency treatment for exposure, spill clean-up and disposal methods.**



## ENVIRONMENTAL COMPLIANCE

**SUMMARY:** Environmental compliance regulations have proliferated at an astounding rate in the last few years. Existing environmental compliance regulations have also been amended and otherwise changed with great frequency during this time.

Environmental compliance regulations usually have been applied only to laboratory research settings at WED-NHEERL. With the advent of increased field research activities, there has developed a need for increased scrutiny and awareness of environmental compliance issues associated with this type of research scenario. Many environmental compliance issues associated with field research activities have not been formerly addressed before by any official WED-NHEERL policy. Most field research projects appear to have at least some unique characteristics relating to location, climate, logistics or research protocol. They should, therefore, be treated on a case by case basis in determining environmental compliance issues. The following list of environmental compliance issues relates to field research activities and should be used as an aid in planning. It should be noted that every effort has been made to make this list as complete as possible. The list will be modified, however, as time and circumstance dictate.

### 1) CHEMICAL HANDLING AND CHEMICAL WASTE DISPOSAL

If chemicals will be taken to the field, then careful planning for the use of the chemicals will be necessary. Chemical wastes will never be disposed of in the field but will instead be transported back to the lab for treatment and/or disposal.

### 2) CHEMICAL SPILLS

If chemicals will be taken to the field, there is always danger of a spill. Spill kits must be available and personnel must be trained in spill containment and clean-up. Careful planning will be necessary to address this issue.

### 3) CHEMICAL ACCIDENTS

Chemical accidents at remote research sites may be very serious. Personnel must be properly and thoroughly trained in the use of all chemicals. Adequate safety equipment must always be available at the site. First aid training is mandatory and adequate first aid supplies and equipment must be on hand at the site during field activities. Spill containment and cleanup equipment and supplies must be on hand and personnel must be trained in proper spill mitigation procedures. Proper communication links must be maintained with appropriate emergency services.

### 4) OIL SPILLS -- FUELS AND LUBRICANTS

Oregon law is very specific as to procedures for oils spills to water bodies. Specific steps must be taken to prevent spills during fueling procedures for boats and small engines. In the event of a spill, adequate steps

must be taken to mitigate the spill and report the spill to the proper authorities.

5) **PERMITS FOR COLLECTING PLANTS AND ANIMALS**

Depending on jurisdiction and land ownership, a permit may be mandatory for the collection of plants and animals for research purposes. This is often a complicated issue which needs a great deal of lead time in the planning process.

6) **PERMITS FOR THE IMPORTATION OF FOREIGN PLANT TISSUE, FOREIGN ANIMAL TISSUE OR FOREIGN SOIL**

Under no circumstances may foreign soil, plants or animals or samples of foreign soil, animal parts or plant tissue be imported for research purposes without a permit. To do so violates US Department of Agriculture and US Customs regulations. Such violations may carry heavy penalties. Permits for importation of these materials may require long lead times.

7) **NONINDIGENOUS SPECIES**

Great care must be exercised to prevent the spread and establishment of nonindigenous species. Protocols for collection, containment and ultimate disposal of nonindigenous species must be carefully designed to give maximum protection to the environment. Careful supervision of all field activities relating to nonindigenous species is essential.

8) **ENDANGERED SPECIES**

Careful planning will be required if research will impact an endangered species in any way.

9) **WETLANDS REGULATIONS**

Wetlands are protected by extensive regulations. Any research occurring or impacting a wetland will require extensive planning.

10) **SITE MODIFICATION AND RESTORATION**

Site modification means almost anything that is done to a site including such things as digging holes, placing instrumentation, removing trees and vegetation, collecting samples, the use of pesticides and herbicides or building fences. Site restoration means that the site must be returned, as nearly as possible, to the condition it was in before research started. Site modification and restoration may be costly and time consuming procedures. Careful planning is often required to prevent violation of local, state and federal environmental regulations during site modification and restoration.

11) **SITE RUN-OFF**

Care must be exercised to prevent research related materials from leaving a site, especially during the rainy season. Use of chemicals, application of pesticides and herbicides and sample collection activities should be planned to minimize site run-off. Site modification and restoration activities should be planned to minimize soil erosion and subsequent deposition of turbidity causing materials to streams and lakes.

12) **AIR POLLUTION ISSUES**

Controlled burning of site vegetation is the most likely source of research related air pollution. Permits may be required for this activity and training in fire control and fire suppression techniques will almost certainly be necessary.

13) **FIRE PREVENTION**

Research related activities should be planned to minimize the possibility of fires, especially at remote forest locations. Training in the proper use of power equipment such as chain saws is mandatory. Training in the use of fire fighting equipment should also be mandatory if research is to be conducted during fire season. Communication links with appropriate agencies such as state or federal forest services should be maintained and tested periodically.

14) **NON-TARGET SPECIES**

Field research activities should be planned to minimize impacts on non-target organisms. Indiscriminate use of broad spectrum pesticides or herbicides or the use of non-selective techniques such as electroshocking of fish should be avoided, if possible. Effects of human habitation should be minimized wherever possible.

15) **DANGEROUS PLANTS AND ANIMALS -- SAMPLES WHICH MAY BE HAZARDOUS**

Field research activities should be planned to minimize the spread of plant and animal diseases, many of which are transmittable to humans. Dangerous plant and animal species should be avoided rather than destroyed to prevent adverse contact. Field samples should always be marked with the appropriate biohazard warnings and secured to prevent accidental exposure or unauthorized use.

16) **LAND ACCESS ISSUES**

Access to research sites on both public and private lands is an extremely complex issue which often presents difficult social, political, economic and legal questions. Great care must be exercised to insure that access has been authorized by the proper authority. Jurisdictional questions can often be quite complex with even private land owners issuing permits for access and use. Permits and other access or authorization documents must always be available at the research site for examination by law enforcement or other authority. Issues of financial compensation, site modification and site restoration often impact negotiations for access and use of public and private lands for research purposes.

17) **ANIMAL WELFARE**

Field research activities must be planned to provide for the humane treatment of animals. Personnel must be trained so as to minimize stress and painful procedures involving research animals. Research activities in the field may require the supervision of a licensed veterinarian and depending on the research species, an animal welfare committee may need to be formed to monitor procedures and provide advice on ethical

issues.

**18) PUBLIC RELATIONS**

Field research activities are very likely to come under public scrutiny. Care should be taken to prevent panic and reinforce a positive attitude regarding environmental research. Press releases may be necessary and local agencies such as fire departments, police departments and public health agencies may need to be informed of impending activities. Public relations are especially important during highly visible events such as dye tracer studies in large streams.

**TRAINING FOR FIELD RELATED HEALTH & SAFETY AND ENVIRONMENTAL COMPLIANCE ISSUES**

Field research activities are likely to present health & safety and environmental compliance problems which are not usually encountered in laboratory settings. Each field research project will be carefully evaluated on a case by case basis with specialized training identified and provided as necessary.

ATTACHMENT 10

WED-CORVALLIS POLICY #1440.5

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## WED-CORVALLIS POLICY

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### WED POLICY #1440.5

SUBJECT: TOXIC AND HAZARDOUS SUBSTANCES PROGRAM

FROM: Thomas A. Murphy, Division  
Director

Original  
signed by  
Thomas A.  
Murphy

EFFECTIVE DATE: March 1, 1993

REASON FOR REVISION: To reflect the organizational change from Environmental Research Laboratory-Corvallis (ERL-Corvallis) to Western Ecology Division-Corvallis (WED-Corvallis) and to renumber the current policies under the EPA Classification Numbering System.

Supersedes: ERL-C Policy #93-2

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### Contents:

Purpose

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Policy

Definitions

Responsibilities

Procedures

Medical Monitoring

Waste Disposal Procedures

Chemical Storage

Waste Minimization

Hazard Communication Program

References

Effective Date

Appendices

- I Request for Approval to Use a Toxic Substance
- II Flow Chart for Health and Safety Protocol Approval
- III Notification of Intent to Procure a Controlled Toxic Substance
- IV Criteria for Toxic Substances
- V Material Safety Data Sheet (OSHA Form)
- VI WED-C Hazard Communication Program
- VII Protocol and Medical Monitoring Certification

Purpose:

To establish administrative responsibilities, procedures, and controls for work with and disposal of toxic or hazardous substances in the laboratories of Western Ecology Division--Corvallis (WED-C).

Background:

Approved guidelines from EPA Headquarters for handling and disposal of toxic and hazardous substances are expressed only in general terms. This circular provides detailed policies and procedures based on information derived from:

1. USEPA Occupational Health and Safety Manual, Chapter 8, Laboratory Use of Toxic Substances, as approved in 1986.
2. EPA Order 1440.7, Hazard Communication, approved 05-30-86.
3. All applicable RCRA, CERCLA, TSCA, OSHA, DOT, and State of Oregon hazardous waste rules.



Policy

1. Activities involving the use or disposal of toxic or hazardous substances shall be conducted in a manner that assures reasonably safe and healthful working conditions for all EPA employees and other personnel involved with WED-C operations.
2. No work with toxic or hazardous substances can begin until all safety requirements have been met and required approvals are received.
3. The disposal of any waste toxic or hazardous substance must strictly adhere to procedures defined by WED-C.

Definitions:

1. A Controlled Toxic Chemical Substance (CTCS) is any substance that is:
  - a. described on its material safety data sheet (MSDS) (see Appendix V) as carcinogenic, mutagenic, teratogenic, fetotoxic, highly toxic, or toxic; or
  - b. controlled by Part 1910, Occupational Safety and Health Standards Sub-Part Z -- TOXIC AND HAZARD SUBSTANCES, issued by the Occupational Safety and Health Administration (OSHA) and available in the WED-C Health and Safety Office; or
  - c. determined by the WED-C Occupational Health and Safety Manager to pose a potential occupational risk to laboratory workers (current list available in health and safety office); or
  - d. contained on the current list of toxic substances maintained by the Toxic Substances Control Officer (TSCO) of this Laboratory (current list available in

health and safety office); or

- e. within criteria set down in Chapter 8 of the EHA Occupational Health and Safety Manual as approved 1986 (see Appendix IV).

2. A hazardous waste is any substance that:

- a. any material as defined in 40 CFR Parts 260 or 261;  
or
- b. any material as defined in the State of Oregon administrative rules, Chapter 340, Division 101.

Information about the status of any substance can be obtained from the WED-C Toxic Substances Control Officer or the Occupational Health and Safety Manager.

Responsibilities:

1. Laboratory Designated Health and Safety Official:

The Laboratory Designated Health and Safety Official (Laboratory Director) has overall responsibility for the Laboratory's Health and Safety, and Hazardous Waste Disposal programs including final approval of operating procedures for use and disposal of CTCS.

2. Occupational Health and Safety Manager (OHSM):

The Occupational Health and Safety Manager shall:

- a. develop and coordinate the toxic substances safety program;
- b. investigate all accidents which result in the unexpected exposure of personnel or the environment;
- c. coordinate medical monitoring program participation by employees using controlled toxic substances;
- d. maintain all controlled toxic chemical substance program files and records;
- e. make recommendations during the review process to assist the Laboratory Designated Health and Safety Official in determining whether proposed procedures submitted by the Principal Investigators are appropriate to assure the protection of the laboratory worker and the environment.

3. Toxic Substances Control Officer (TSCO):

The Toxic Substances Control officer shall:

- a. receive advance notifications from WED-C employees of intent to bring any toxic substance into the Laboratory. Use this information to advise the affected employees of safe receiving, handling, storing, packing, using, and disposal procedures;
- b. make frequent inspections of storage and working areas where toxic or hazardous substances are present to assess compliance with these guidelines;

- c. provide technical advice and consultation during the planning and design of appropriate operating procedures by the Principal Investigators for use of toxic substances;
- d. provide technical advice and consultation on disposal procedures for any hazardous waste generated as a result of laboratory activities;
- e. coordinate the Laboratory's hazardous waste disposal program;
- f. make recommendations to assist the Laboratory Designated Health and Safety Official in determining whether proposed procedures submitted by the Principal Investigators are appropriate to assure the protection of the laboratory worker and the environment.

4. Facility Manager (FM):

The Facility Manager shall:

- a. assist the Occupational Health and Safety Manager and Toxic Substances Control Officer in investigation of the facility-related aspects of accidents which result in the unexpected exposure of personnel, damage or contamination of property or facilities, or harm to the environment from a toxic substance;
- b. provide technical advice and consultation during the planning and design of appropriate operating procedures by the Principal Investigators for the use of toxic substances;
- c. make recommendations to assist the Laboratory Designated Health and Safety Official in determining

whether proposed procedures submitted by the Principal Investigators are appropriate and feasible from a facilities standpoint for the protection of the worker, other employees, the facility, and the environment.

5. Principal Investigator (PI):

For purposes of this circular, the Principal Investigator is any on-site employee who is in charge of carrying out one or more research projects. The Principal Investigator has the primary responsibility for providing reasonable assurance that work on his/her project with a toxic chemical substance is done in a manner that does not expose anyone in the laboratory to an unsafe or unhealthy condition. To accomplish this, the Principal Investigator shall:

- a. select and include in his/her research protocol the appropriate operating procedures for working with or disposal of any toxic or hazardous substance planned for use in the laboratory;
- b. provide the information required and obtain the approvals required in paragraph 7, PROCEDURES, of this Circular;
- c. assure that the established waste disposal procedures (paragraph 9 of this Circular) are followed;
- d. establish controls to assure that the approved procedures are being followed by his/her staff;
- e. prepare reports pertaining to any accident involving a controlled toxic chemical substance and promptly submit to the Occupational Health and Safety Manager

6. Laboratory Worker:

Each laboratory worker is responsible for:

- a. complying with oral and written hazardous waste and safety rules and procedures defined by the supervisor and required for the task assigned;
- b. reporting to the Principal Investigator all facts pertaining to every accident resulting in exposure to toxic substances and any action or condition which may exist that could result in such an accident;
- c. keeping the Principal Investigator informed about any problems related to the handling or disposal of waste materials.

Procedures:

## 1. Advanced Notification:

- a. Before any toxic chemical and/or reagent (CTCS) can be brought into any WED-C facility, the Toxic Substances Control officer must be notified in writing with a copy to the Branch Chief in charge. This notification should follow the format shown in Appendix III, Notification of Intent to Procure a Toxic Substance in the WED-C. When in doubt this notification procedure should be followed to insure maximum protection of all employees.
- b. This advance notification is necessary to ensure proper handling of CTCS by shipping/receiving personnel, to ensure proper control and inventory of CTCS in the Laboratory, and to ensure that the appropriate safety requirements are met.
- c. Amounts of CTCS ordered shall be kept at a minimum consistent with the immediate, or near future needs, of the laboratory.
- d. The lowest concentration of CTCS, compatible with the intended use, should be required.

## 2. Approval for Use of CTCS:

- a. Approval for use of a CTCS must follow the steps listed below:

- (1) The Principal Investigator (PI) submits a brief summary of proposed research using any CTCS to the Toxic Substances Control Officer.

- (2) The Toxic Substances Control Officer and

Occupational Health and Safety Manager review the proposal to determine if control under the provisions of this Circular is required. If it is determined that no further CTCS control is required, the PI will be notified and research can proceed.

- (3) If CTCS control is required, the Principal Investigator submits a draft health and safety protocol with MSDS attached to the WED-C Health and Safety staff.
- (4) The WED-C Occupational Health and Safety Manager reviews the request and makes recommendations to the Principal Investigator. The Principal Investigator will make any requested modifications to the protocol and obtain the signature of each worker listed as "involved" in the protocol. The name and signature of each involved worker will be entered on a form similar to that shown in Appendix VII and made a part of the protocol. The signatures certify that each "involved" worker: (1) has read the protocol; (2) agrees (or disagrees) with it; and (3) will (or will not) participate in the Laboratory's medical monitoring program.
- (5) The Principal Investigator submits a memorandum requesting approval of the completed protocol through his/her supervisor, Branch Chief, and the Occupational Health and Safety Manager to the Laboratory Designated Health and Safety Official.
- (6) The Principal Investigator will be promptly notified in writing of the Laboratory Designated Health and Safety Official's decision.



- b. The Health and Safety Protocol must contain a brief summary of work procedures and Health and Safety information relating to the proposed work. A list of items that must be addressed in the Health and Safety information section is included in Appendix I. The format must be followed and all items must be addressed.

#### Medical Monitoring:

##### 1. Baseline Examination:

Baseline physical examinations shall be offered under the Medical Monitoring Program for each person planning to work with a CTCS. The purpose of this baseline examination is to establish baseline health conditions against which changes in an employee's health may be compared. The baseline examination shall include a work history, a medical history, and a physical examination. Special tests may be required prior to working with certain toxic substances. Personnel not wishing to receive this medical examination must decline in writing. A form is available from the Occupational Health and Safety Manager for this purpose.

##### 2. Periodic Screening Examinations

All employees working with controlled toxic chemical substances shall be offered a baseline physical examination and an update exam at approximately two-year intervals. In addition, physical examinations will be performed as follow-up to any mishap in the laboratory and upon departure from the laboratory. The objective of this medical monitoring program is to update the employee's work history and medical history and to ensure that the employee has the opportunity to bring to the attention of a medical professional any condition which may require more extensive examination. An employee declining this examination must so indicate on the Protocol and Medical Monitoring Certification form which is a part of the CTCS protocol (see Appendix VII).

Waste Disposal Procedures:

The following procedures have been established to ensure the safe disposal of hazardous waste materials originating in the laboratory:

1. Hazardous waste materials, including waste solvents, will be placed in sturdy, non-leaking containers with lids. Never mix waste materials in the same container without consulting the TSCO. Intentional disposal of waste solvents through evaporation in fume hoods or elsewhere is not allowed. When containers are ready to be moved to WED-C's designated hazardous waste storage area, lids must be taped in place to prevent inadvertent spillage or leakage. The TSCO can advise on proper containers for hazardous waste.
2. Each container of hazardous waste must be permanently labeled with the name of the person generating the waste, the origin of the waste, type of waste, and amount of waste.
3. After packaging, the TSCO must be notified and, if packaging and labeling is satisfactory, the TSCO will store hazardous waste materials in a hazardous waste designated storage area until such time as sufficient quantities have accumulated for permanent disposal.

4. The TSCO will insure that all documents required for permanent disposal are properly completed in compliance with RCRA, CERLA, TSCA, OSHA, DOT, State of Oregon, and EPA internal rules.
5. The TSCO will maintain a file of all waste disposal records generated at WED-C.

Chemical Storage:

Chemicals stored in the work area must be kept to a minimum to reduce potential hazard. In no case will quantities of acids, bases, solvents, or toxic chemicals exceed that required for six months of operation, even under optimum security and storage conditions. Amounts in excess of short-term requirements must be stored in the following locations:

200 S.W. 35TH STREET:

1. Acids, bases, and solvents -- Room C-2 of the Chemical Storage Building in the areas designed for each category. EXCEPTION: Benzene, chloroform, and carbon tetrachloride are stored only in Room 145 (at loading dock).
2. Bulk quantities of toxic chemicals and tax exempt ethyl alcohol -- Room C-2A of the Chemical Storage Building (Access controlled by Toxic Substances Control Officer or Occupational Health and Safety Manager.)
3. Compressed gases -- Room C-4 of the Chemical Storage Building.
4. Perchloric acid -- Room 142-A.
5. Hazardous and toxic waste material (properly packaged and labeled) -- Room 145 (at loading dock) or Room C-1 of

Chemical Storage Building.

1350 S.E. GOODNIGHT AVENUE:

1. Acids, bases, and solvents -- respective storage cabinets in main lab building.
2. Compressed gases -- Building 107.

Waste Minimization

All wastes, especially hazardous waste, must be kept to a minimum for both economic and ecological reasons. The following waste reducing measures should be considered when planning research activities:

1. Substitute less hazardous substances whenever possible.
2. Consult the master chemical inventory for on-site surpluses of material before purchasing.
3. Be certain of your research plans before purchasing any hazardous material that might go unused.
4. Procure only the amount needed. Disposal of leftover material is time consuming and costly.
5. Reduce needed quantities by scaling down research whenever possible.
6. Recycle hazardous substances where feasible, e.g., distillation.

Hazard Communication Program

1. Hazard Communication Laws, also known as Worker Right-to-Know Laws, are intended to ensure that employers and employees are aware of the dangers (and appropriate protective measures) associated with "hazardous" chemicals and chemical products in the work place.
2. Hazard communication standards have been issued by EPA and the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA). To comply with these standards, WED-C has developed a Hazard Communication Program containing the following elements and addressed in Appendix VI:
  - a. Employee Training Program
  - b. Container Labeling
  - c. Material Safety Data Sheets
  - d. Hazardous Chemical Inventory
  - e. Employee Notification of Hazards
  - f. Contractor Notification
  - g. Program Evaluation
3. Chemical Hygiene Plan. In response to the Occupational Safety and Health Administration's (OSHA) regulation as specified in 29 CFR 1910.1450, WED-C has developed a Chemical Hygiene Plan. This plan sets forth policies, procedures, equipment, personal protective equipment, and work practices that, when properly implemented, are capable of protecting employees from health hazards presented by hazardous chemicals used in WED-C laboratories. The plan is available from the Occupational Health and Safety Manager.

References:

1. "Interim ORD Procedure for Toxic Substances Inventory Control," revised 09-09-77.
2. Draft "Guidelines for the Laboratory Use of Toxic

Substances Posing Potential Occupational Carcinogenic Risk," prepared by DHEW Toxicology Subcommittee for Carcinogen Standards, dated March 1978 (revised August 1978).

3. Code of Federal Regulations, Volume 29, Part 1910 - Occupational Safety and Health Standards.
4. Code of Federal Regulations, Volume 40, Parts 240-217 -- Solid and Hazardous Waste Regulations.
5. EPA Occupational Health and Safety Manual, Chapter 8, as approved in February of 1982.
6. EPA Order 1440.7, Hazard Communication, approved 05-30-86.
7. WED-C Policy:
  - a. 1440.2, Health and Safety Program
  - b. 1440.3, Health and Safety in On-Site Contract Operations

## Appendix Ia

[Originator's Letterhead]

SUBJECT: Request for Approval to Use a  
Controlled/Toxic Substance

**DATE:** \_\_\_\_\_

FROM: (originator's name) (don't forget to sign or initial here!)  
(organizational unit)

TO: Thomas A. Murphy  
WED-C Designated Health and Safety Official

Request approval to use the following substance(s) according to the attached health and safety protocol: \_\_\_\_\_

Recommend Approval

WED-C Branch Chief

Recommend Approval

WED-C Toxic Substances Control Officer

Recommend Approval

**WED-C Facility/Safety Manager**

Approved

---

WED-C Designated Health and Safety Official

Attachments:

1. Health and Safety Protocol for the Use of a Controlled/Toxic Substance
2. Material Safety Data Sheet
3. Protocol Attachment (if any)



HEALTH AND SAFETY PROTOCOL  
FOR THE USE OF A  
CONTROLLED/TOXIC SUBSTANCE

SUMMARY OF WORK PROCEDURES: Please attach a brief description of work procedures in chronological order if possible. A paragraph or two is often enough.

HEALTH AND SAFETY INFORMATION

1. Procurement, storage, and handling information:
  - a. Location(s) for use:
  - b. Telephone:
  - c. Location for storing material:
  - d. Locked cabinet: or Refrigerator:
  - e. Location of hood or glove box for handling toxic substances:
2. Personnel involved (include investigative and support, noting employer); Other personnel who will have access to room:
3. Medical surveillance required:
4. Describe most potentially hazardous operation and related precautionary measures:
5. Describe waste packaging/disposal procedures:
6. Container labeling requirements:
7. Work area identification and access control:
8. Work surface protection:

9. Storage and inventory requirements:

10. Laboratory transport:

11. Housekeeping:

12. Protection of vacuum lines:

13. Floor plan(s) with work area(s) and storage location(s) marked:

14. Environmental fate statement:

MATERIAL SAFETY DATA SHEET: Attach completed MSDS.

Ib

[To be used with Ia if contract/cooperative or IAG personnel are involved]

[company/institution/agency letterhead]

Subject: Acknowledgement of Employee Participation in Project

Entitled

"\_\_\_\_\_"

From: Company/Institution/Agency Supervisor

To: WED-C Work Assignment Manager/Project Officer

I have reviewed the toxic substance protocol entitled "\_\_\_\_\_"

I believe that the personnel under my supervision can safely accomplish their assigned tasks as described in the protocol and therefore recommend approval of this project.

Ic

[To be Used If Originator is not an WED-C Federal Employee]

[Originator's Letterhead]

SUBJECT: Request for Approval to Use a Controlled/Toxic Substance

FROM: (originator's name) (don't forget to sign or initial here!)  
(organizational unit)

TO: Thomas A. Murphy  
WED-C Designated Health and Safety Official

Request approval to use the following substance(s) according to the attached  
health and safety protocol: \_\_\_\_\_

Recommend Approval

Officer

\_\_\_\_\_  
WED-C Work Assignment Manager/Project

Recommend Approval

\_\_\_\_\_  
WED-C Branch Chief

Recommend Approval

---

WED-C Toxic Substances Control Officer

Recommend Approval

---

WED-C Facility/Safety Manager

Approved

---

WED-C Designated Health and Safety Official

Attachments:

1. Health and Safety Protocol for the Use of a Controlled/Toxic Substance
2. Material Safety Data Sheet
3. Protocol Attachment (if any)

## Appendix II

### FLOWCHART FOR HEALTH AND SAFETY PROTOCOL APPROVAL FOR RESEARCH USING CONTROLLED TOXIC CHEMICAL SUBSTANCES

Principal Investigator submits summary of proposed research using any controlled toxic chemical substances to the Toxic Substances Control Officer with a copy to his/her Branch Chief.

Toxic Substances Control Officer and Health and Safety Officer review the proposal to determine if control under the provisions of WEDC Policy is required.

yes

no

Principal Investigator submits a memorandum through the Branch Chief requesting approval to use a toxic chemical substance with health and safety protocol and research protocol attached.

No further "toxic substances control" is required. Research can proceed with normal safe laboratory practices.

Health and Safety staff review the request, make recommendations, if necessary, and return to the Principal Investigator.

Principal Investigator makes changes and obtains

signatures of all "personnel involved," then forwards the request to the Laboratory Designated Health and Safety Official.

Laboratory Designated Health and Safety Official acts upon the request.

Approved

Principal Investigator proceeds with the proposed research.

Not Approved

Principal Investigator makes modifications or submits additional data as required.

Appendix III

SUBJECT: Notification of Intent to Procure a Controlled/Toxic Substance

FROM: John Smith  
Toxicologist

TO: William L. Griffis  
Toxic Substances Control Officer

In accordance with WED-C Administrative Policy 1440.2, I am hereby informing you of my intent to procure the following material:

COMMON NAME OF SUBSTANCE \_\_\_\_\_

SCIENTIFIC NAME OF SUBSTANCE \_\_\_\_\_

AMOUNT TO BE OBTAINED \_\_\_\_\_

HOW TO BE PROCURED \_\_\_\_\_

PROTOCOL SUBMITTED FOR USE OF SUBSTANCE? YES \_\_\_ NO \_\_\_

I understand that this memorandum in no way gives me authority to use a toxic substance. It is solely to inform you of my intention to bring a controlled/toxic substance on-site.



cc: (Branch Chief)

## Appendix IV

## CRITERIA FOR TOXIC SUBSTANCES

- o Chronic - This will be a listing of established carcinogenic agents. The Carcinogenic Assessment Group (CAG) listing will be used for the first edition (see Appendix VI).
- o Acute - This will be a listing of chemicals meeting the following criteria:

## ACUTE TOXICITY

<u>Dosage Method</u>	<u>Type of Measure</u>	<u>Value of Toxicity</u>
Oral	LD50	up to and including 50 mg/kg
Inhalation	LD50	up to and including 0.2 mg/l (200 mg/m <sup>3</sup> )
Dermal	LD50	up to and including 200 mg/kg

Adapted from 40 CFR 162.

A list of 927 substances meeting the above criteria was generated by searching the current NIOSH Registry of Toxic Effects of Chemical Substances (RTECS). RTECS is available on microfiche in the WED-C library.

**Source: EPA Health and Safety Manual, Chapter 8, Laboratory Use of Toxic Substances, 1986.**

## Appendix V

## Appendix VI

### WED-Corvallis Hazard Communication Program

#### Background

Hazard Communication Laws, also known as Worker Right-to-Know Laws, are intended to ensure that employers and employees are aware of the dangers (and appropriate protective measures) associated with "hazardous" chemicals and chemical products in the work place.

Hazard Communication Standards have been issued by two organizations directly impacting WED-C: the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA); and the U.S. Environmental Protection Agency (EPA). Of the two standards, the most stringent is produced by the EPA. Compliance with the EPA standard guarantees compliance with the OSHA standard.

#### Availability

The Hazard Communication Program Plan is available to all WED-C employees. Copies of the plan may be obtained from the WED-C Health and Safety Manager.

#### Plan Elements

The elements of the Plan are outlined below and addressed in the pages that follow.

1. Employee Training Program
2. Container Labeling
3. Material Safety Data Sheets
4. Hazard Chemical Inventory
5. Employee Notification of Hazards

## 6. Contractor Notification

## 7. Program Evaluation

### 1. Employee Training Program

All on-site employees will receive the Hazard Communication Briefing. All new employees will receive the Briefing as part of the New Employee Health and Safety orientation within the first ten days on the job or, in the case of employees who work in laboratories, before they begin their normal duties.

The Briefing will include:

- a. The Hazard Communication Law: what it is and what it means.
- b. The Hazard Communication Plan: what it includes and where to find it.
- c. The Chemical/Product Inventory: what it is and where to find it.
- d. Material Safety Data Sheets: how to use them and where to find them.
- e. Labels and Signs: what do they mean?
- f. Protective Measures: what kinds are available?
- g. Chemical/product hazards at WED-C:
  - what to expect throughout the facility;
  - how to detect commonly used chemical/products; and
  - when and how to evacuate the building.
- h. Roles and Responsibilities: who does what.

In addition to the Briefing, employees will receive the following kinds of information from their supervisor during the on-the-job training period:

- i. hazards and protective measures associated with routine tasks;
- j. hazards and protective measures associated with non-routine tasks;
- k. hazards and protective measures associated with unlabeled systems; and

1. creating and maintaining labels on original and secondary containers.

## 2. Container Labeling

Original container labels will not be altered with respect to content identity, hazard warnings, and name and address of distributor or manufacturer.

The original container label should be clearly marked with the date of purchase and name of purchaser.

Secondary containers (those that will be in use for more than one work day) must be labeled with the name of the substance and any appropriate health warning. The label may be in the form of a code understood by all who work with the project and/or in the work space where the container is used.

### Material Safety Data Sheets

Material Safety Data Sheets (MSDS) will be collected and maintained for all chemicals and chemical products used at WED-C. MSDS will be stored in the WED-C Health and Safety Office, and may be reviewed during normal working hours. Copies are available upon request: the originals may not be taken.

MSDS for "old" chemical/products (purchased before November 25, 1985) are not always readily available. Should an employee need an MSDS not yet available in the file, the Health and Safety staff will immediately take steps to obtain or develop the needed information.

MSDS are routinely requested with all orders for chemicals placed with the Purchasing Office. Should you obtain a chemical/product in some other way, you must request an MSDS and forward it or a copy to the Health and Safety Office as soon as possible.

#### 4. Hazard Chemical Inventory

A comprehensive facility-wide inventory is conducted every fiscal year. The data sheets from the inventory are entered into a database maintained by the Health and Safety staff.

The inventory is scanned whenever an MSDS is received. New chemical/products are added to the listings with only name, brand, and room number. The full information will be updated at the next regularly scheduled inventory.

The inventory is printed out in two formats: alphabetical by chemical and numerically by room number. The most recent copy of each is available from the WED-C Health and Safety Office.

#### 5. Employee Notification of Hazards

##### a. Routine Tasks



Routinely, the supervisor will discuss tasks which involve the use of hazardous chemical/products with all employees and during the on-the-job training period with all new employees.

The hazard communication briefing will emphasize the employees' use of MSDS and product labels and how these can help to identify potential work space hazards.

b. Non-Routine Tasks

The supervisor will investigate and discuss with employees the hazards and protective measures associated with a non-routine or newly introduced task. An employee who is uncertain about any task should contact his/her supervisor before proceeding.

c. Unlabeled Systems Containing Hazardous Chemical/Products

These systems have been identified by the Facilities Office. This list is on file in the Health and Safety Office and available for viewing during normal duty hours. Copies are available upon request.

Supervisors must investigate and discuss with employees the hazards and protective measures associated with the use of these systems if they are part of the work involved.

6. Contractor Notification

Whenever anyone contracts for services to be performed on-site, the requestor must provide the Purchasing Office with the information listed below. This information will be included on the Purchase Order.

- a. A list of any chemical/products which may be encountered during the job.
- b. A list of any unlabeled systems containing hazardous chemical/products that may be encountered during the job.
- c. The availability of MSDS for the substances listed in a. and b. above.

## 7. Program Evaluation

The Program will be evaluated by the Occupational Health and Safety Manager annually and evaluation results communicated to the Laboratory Director through the Health and Safety Committee. The evaluation will have two components as discussed below:

### a. Formal Evaluation

Compliance with the program requirements such as training within the first ten workdays by the Occupational Health and Safety Specialist. Records will also be kept to track employee use of available information such as visits to review and requests to receive copies of MSDS.

### b. Informal Audits

Once a year the Health and Safety Committee will conduct an informal audit of employees in order to assess the general level of awareness and understanding of the WED-C Hazard Communication Program. The Committee may at any time recommend program changes and/or additional staff activities based upon the audit findings.

## Appendix VII

## PROTOCOL AND MEDICAL MONITORING CERTIFICATION

The following named employees, by their signatures (and check marks), have certified that they:

1.Read the protocol entitled \_\_\_\_\_

\_\_\_\_\_ ,

protocol dated \_\_\_\_\_ ,

2.Agree (or disagree) that they can safely work under the protocol as written, and

3.Will (or will not) participate in the Laboratory Medical Monitoring Program.

NAME	My work can		I will take part in Medical		Date of	SIGNATURE
	YES	NO	YES	NO	last exam <sup>1</sup>	
					(mo/yr)	
					DATE	

	_____
	_____
	_____
	_____
	_____
	_____

<sup>1</sup> Enter a date in this column only if you have had a medical exam through the WED-C or on-site contractor medical monitoring programs.

ATTACHMENT 11

WED-CORVALLIS POLICY #2260.1

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## WED-CORVALLIS POLICY

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### WED POLICY #2260.1

SUBJECT: PUBLICATION REVIEW AND CLEARANCE PROCEDURES

FROM: Thomas A. Murphy, Division Director

Original  
signed by  
Thomas A.  
Murphy

EFFECTIVE DATE: January 23, 1990

REASON FOR REVISION: To reflect the organizational change from Environmental Research Laboratory-Corvallis (ERL-Corvallis) to Western Ecology Division-Corvallis (WED-Corvallis) and to renumber the current policies under the EPA Classification Numbering System.

Supersedes ERL-C Policy #90-11

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#### Purpose

The purpose of this policy is to establish guidelines which apply to any formal product of WED-C's research program likely to be cited as a reference for scientific or governmental purposes and every public presentation by WED-C staff. The purpose of this policy is to advise WED-C staff to refer to the Publication Review and Clearance Procedures Manual (revised May 1993) for details on review and clearance of documents.

#### Responsibilities

All WED-C documents and presentations are to be of high scientific and editorial quality. The principal management mechanism for assuring scientific quality is peer review.

Quality Assurance review and Editorial review are also integral parts of the review and clearance procedure. All documents and presentations requiring clearance must be cleared by the Laboratory Director before submission or presentation. Some require Headquarters clearance.



These guidelines apply to EPA employees acting in an official capacity related to their work for the Agency. They also apply to EPA contractors, consultants, and grantees to the extent provided for in their agreements with EPA. Publications by WED-C employees are subject to review if they are generated on Agency time or are based on materials derived from EPA-supported activities. Again, details are provided in the WED-C Publication Review and Clearance Procedures Manual(revised May 1993). These procedures should not be construed to conflict with the disclosure provisions of the Freedom of Information Act.

ATTACHMENT 12

WED-CORVALLIS POLICY #5300.2

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## WED-CORVALLIS POLICY

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WED POLICY # 5300.2

**SUBJECT: Policy on Peer Reviewed Research Plans**

**FROM: Thomas A. Murphy, Division Director**

Original  
signed by  
Thomas A.  
Murphy

**EFFECTIVE DATE: May 20, 1996**

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### **Background:**

It is the policy of the Western Ecology Division that all research supported by the Division (including research conducted by EPA staff or funded under terms of a contract, cooperative agreement, purchase order, interagency agreement, or other funding instrument) will be conducted according to an approved research plan. Research plans will be reviewed by independent scientists prior to the conduct of the research as part of the review and approval process. The two types of research plans are ***program research plans*** and ***project research plans***. Each type of plan serves a specific purpose, but both are complementary and closely linked. The purpose of the policy directive described here is to provide guidance for developing (1) *program research plans*; and (2) *project research plans*, and the requirements for peer review and approval of these plans. There is considerable variation in the nature of research conducted across the Division, and the specifics of Division policy on research plans must be flexible. However, the following basic guidelines will help in developing program and project research plans.

### **Purpose of Program Research Plans:**

The purpose of the *program research plan* is to help assure that research supported by the Western Ecology Division is focused on priority Agency research questions, that the components of the research program are organized and focused to maximize use of

available resources, that the research approach is technically sound, and that individual project research plans fit together efficiently. In addition, there should be a clear statement of the research objectives, the technical approach being proposed, and effective integration of the component elements. The role of relevant cooperative agreements, interagency agreements, and other instruments should be included. Of critical importance is the justification of why the proposed research is of high priority to the Agency. A branch will typically have one to three *program research plans*. Subordinate components of each *program research plan* will be developed as individual *project plans*, described in the following section. Research conducted under cooperative or interagency agreements will continue to be peer reviewed as is currently required in other WED and ORD policies.

#### **Purpose of Project Research Plans:**

The purpose of *project research plans* is to help assure that research conducted by EPA scientists or funded by EPA is of high quality and is formally reviewed by outside scientists on a regular basis. These plans should lead directly from a program research plan, but should focus much more on the science and research aspects of the proposed work. Between research described in cooperative agreements, interagency agreements, and project research plans, all research supported by the Division should be formally peer reviewed.

#### **Frequency of Plan Preparation:**

Consistent with ORD policy, both program and project research plans will be developed and peer reviewed no less frequently than three (3) year intervals. A significant change in research direction may require a new research plan and peer review. EPA scientists should work with the appropriate Branch Chief on whether the change in research direction is sufficiently large to warrant a revised research plan. The Quality Assurance Staff will maintain records of approved plans and advise branch chiefs as expiration dates near.

#### **Approval Procedures:**

Each plan will be cleared as an internal report. It will include a signature page for the appropriate Branch Chief as recommending official and Division Director as approving official. The clearance package will be similar that use for clearing any other document (including reconciliation memo, peer reviews, and final

document). When the clearance form and document are signed by the Division Director, the research plan is considered "approved" and will be entered into the tracking system maintained by the Quality Assurance Staff.

#### **Peer Review:**

Obtaining independent scientific peer review is the responsibility of the appropriate branch chief with the concurrence of the Division Associate Director for Science. Peer reviewers will be recognized experts in the scientific research area and have no real or perceived conflicts of interests with the scientist involved, the Division, or the Agency. Reviews of *program research plans* will typically be of the panel type. Reviews of *project research plans* will typically be of the mail type. The principal investigator will be responsible for reconciling the comments and recommendations of the peer reviewers in submitting a revised research plan for clearance as an internal Division document. The peer review process, the actual reviews, and the reconciliation memo must be part of the formal, permanent file. Additional review of plans by colleagues both locally and elsewhere is encouraged, but is the prerogative of the relevant EPA scientist and is not part of the formal clearance package.

#### **Monitoring for Compliance:**

The Division Quality Assurance Staff will maintain files of approved *Program Research Plans* and *Project Research Plans* and advise the appropriate Branch Chief and EPA scientist when the 3 year anniversary is approaching. A plan is considered approved when signed by the Division Director.

#### **Quality Assurance:**

*Program Research Plans* and *Project Research Plans* must reference how the Agency's quality assurance requirements will be met.

This may be done by referencing an already approved Quality Assurance Plan, concurrently submitting a Quality Assurance Plan for approval, or summarizing the plan for developing the Quality Assurance Plan. ORD policy prohibits collecting data without an approved Quality Assurance.

#### **Format of Research Plans:**

The format for the *program research plans* should include sections on (1) relevance of the proposed research to EPA policy questions or issues; (2) the larger scientific questions being addressed and a justification of why they are important; (3) the general research approach being used; (4) summary of project components; (5) summary of QA plans and compliance; and (6) time line for completion. The format is not rigid; it may be modified to meet the needs of individual program research plans. A signature page for the Branch Chief (recommending official) and Division Director (approving official) should be near the beginning.

The format for *project research plans* is also not rigid but must include enough detail that independent scientists could review the plan and evaluate (1) relevance of the research to EPA and the scientific community; (2) the scientific questions being addressed -- in such a manner that definite answers will emerge in the time frame described; (3) the hypotheses being tested including the research and statistical approach being used to test those hypotheses; (4) the methodologies, chemical tests, field sampling procedures, etc. being proposed (reference relevant Quality Assurance Plans); (5) the statistical analyses being proposed to analyze the data; (6) time line for completion of the major elements of the proposed research; (7) resources required including EPA staff by name, extramural resources, major commitments of equipment, laboratories, or any other resources required to complete the research as proposed; and (8) resumes of the Principal Investigators to help assess research performance competence (are the Principal Investigators and the associated infrastructure competent to conduct the research as described?). A signature page should be included for the Branch Chief (recommending official) and Division Director (approving official).

Interagency and cooperative agreements should be included in the program plans or project research plans to the extent that this research is relevant to reaching EPA research objectives. Peer review of program plans and project plans does not replace the requirement that individual extramural funding actions (cooperative agreements, interagency agreements, purchase orders to collect data) receive independent scientific review.